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|--|--|---|--|---|--|-----------------|--|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | | RATING | | PAGE OF * PAGES | |
| 2. CONTRACT NO. | | 3. SOLICITATION NO. PR-HQ-99-16978 | | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | | 5. DATE ISSUED | |
| 6. REQUISITION/PURCHASE NO. PR-HQ-99-16978 | | 7. ISSUED BY (Hand Carried/Courier Address) Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004 | | 8. ADDRESS OFFER TO (If other than item 7) (U. S. Mail Only) Environmental Protection Agency Bid and Proposal Room (3802R) 401 M Street, S.W. Washington, DC 20460 | | | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until 2:00 PM local time 11/30/99
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10 All offers are subject to all terms and conditions contained in this solicitation.

| | | |
|---------------------------|--------------------------------------|--|
| 10. FOR INFORMATION CALL: | A. NAME TIMOTHY P. FARRELL | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-564-4474 |
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | |
|---|--|-----------------------|--|------------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8) | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | ___ CALENDAR DAYS % |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:) | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| 15B. TELEPHONE NO. (Include area code) | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER [] SUCH ADDRESS IN SCHEDULE | | 17. SIGNATURE | 18. OFFER DATE |

AWARD (To be completed by Government)

| | | | |
|---|---|----------------------------------|----------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)() | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM |
| 24. ADMINISTERED BY (If other than item 7) CODE | 25. PAYMENT WILL BE MADE BY CODE: Environmental Protection Agency Research Triangle Park Financial Management Center (MD-32) Research Triangle Park, NC 27711 | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 28. AWARD DATE |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice

NSN 7540-01-152-8064

33-134

PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (REV. 4-85)

Prescribed by GSA

FAR (48 CFR) 53.214®

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST-REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below.

The Government will order for Region 10, 25,000 LOE labor hours, and for Region 8 30,000 LOE labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) If the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period ordered, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

**B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (MAY 1994)
DEVIATION**

FOR WORK ASSIGNMENTS ISSUED ON A COST-REIMBURSEMENT TERM FORM BASIS

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within 30 calendar days after receipt of a work assignment, the Contractor shall submit 2 copy(ies) of a work plan to the Project Officer and 1 copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within 45 calendar days after project officer receipt of the initial work plan, the Contracting Officer will provide written approval or disapproval of the final work plan to the Contractor.

If the Contractor has not received approval on a work plan within 45 calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 10 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

B.3 WORK ASSIGNMENTS (COMPLETION FORM SEGMENT-COST TYPE)

NOTE: THIS CLAUSE ONLY APPLIES TO WORK ASSIGNMENTS ISSUED ON A COST-TYPE BASIS UNDER THE COMPLETION CEILING

(a) The contractor shall perform work under this segment of the contract as specified in written work assignments issued by the Contracting Officer and designated as "Completion Form" work assignments. The Completion Form work assignment will describe the scope of work by stating a definite goal or target and specifying an end product or products. In the event that work cannot be completed within the estimated cost of the work assignment, the Government may require more effort within the original scope of the work assignment without increase in any fees, provided the Government increases the estimated cost for the work assignment.

(b) Each work assignment will include (1) a numerical designation, (2) the period of performance and schedule of deliverables and end products, (3) the scope of work for the work assignment, (4) expenditure limit, and (5) the name and phone number for the assigned Work Assignment Manager (WAM).

(c) The Contractor shall acknowledge receipt of each work assignment issued under this segment by returning a signed copy of the work assignment to the Contracting Officer within five (5) calendar days after its receipt. EPA may utilize electronic systems to transmit formal documents (e.g., work assignments) to the contractor. If these electronic systems are utilized on official contract documents, the contractor agrees to recognize these electronic signatures as official signatures on these documents for both EPA and/or contractor representatives.

(d) The Contractor may start work, as specified in the work assignment form, immediately upon receipt of the work assignment while concurrently preparing a detailed work plan for performance of work under the work assignment, and may work up to the expenditure limit in the work assignment. The work plan shall include a detailed description of the technical work to be performed (by task) and a comprehensive, independent cost breakdown, in accordance with the elements specified in FAR 15.408, Table 15-2, by element of cost, by task, and totals. The workplan shall be submitted thirty (30) calendar days after the scoping meeting in the number of copies and to the recipients designated in the work assignment or by technical direction.

(e) At a time and place specified by the Contracting Officer, the parties will negotiate the cost and fees for the work assignment in accordance with the established fee structure. Upon successful completion of negotiations, the Contracting Officer will provide written confirmation of the estimated cost and fees for the work assignment. If the contractor has not received approval of a workplan within 75 calendar days of the scoping meeting, the contractor shall stop all work on that work assignment and notify the Contracting Officer, Project Officer, and Work Assignment Manager of that fact in writing. Subsequent to this notice, no work shall be performed without the written authorization of the Contracting Officer.

(f) In the event that the Contracting Officer formally disapproves the work plan, all work under that work assignment shall immediately cease until the problem causing the disapproval is resolved and written approval to proceed is received from the Contracting Officer.

(g) All effort performed under work assignments issued on a cost-type basis under the Completion Form segment of the contract shall be reported separately from the Term Form segment of the contract and from work assignments issued on a fixed-price basis under the Completion Form segment of the contract. The contractor shall not exceed the expenditure limits and estimated cost for a

work assignment without the express written approval of the Contracting Officer. The Government shall not reimburse the contractor for costs incurred in excess of the expenditure limit and the Contractor is not obligated to continue performance of a work assignment or otherwise to incur costs in excess of the expenditure limit unless and until the Contracting Officer shall have notified the Contractor in writing that such expenditure limit has been increased and shall have specified in such notice a revised amount.

(h) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the contractor shall immediately notify the Contracting Officer.

(i) Within 10 calendar days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

(j) Before submitting the conflict of interest (COI) certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

B.4 WORK ASSIGNMENTS (COMPLETION FORM-FIXED PRICE)

THIS CLAUSE IS ONLY APPLICABLE TO WORK ASSIGNMENTS ISSUED ON A FIXED PRICE BASIS UNDER THE COMPLETION FORM SEGMENT OF THIS CONTRACT.

(a) The Contractor and the Contracting Officer may mutually agree that the Contractor shall perform certain work assignments (WAs) under this contract on a Fixed Price Incentive Firm Target basis or a Firm Fixed Price basis, if appropriate. Collectively, these two types of fixed price WAs are referred to as FPWA. These FPWAs shall be charged to the contract as a Completion Form WA.

(b) Each such FPWA will be negotiated between the Contractor and the Contracting Officer. Each FPWA shall include a total price inclusive of any amount for profit (fixed price incentive firm target basis work assignments will include the ceiling price and target cost and profit as required in FAR 52.216-16 included in each FPWA). Each FPWA shall contain specific

performance measures and a delivery schedule. Prices, performance measures, and delivery schedules may be specified at the task level.

(c) Each fixed price incentive firm target type of FPWA shall contain a target cost, a target profit, a ceiling price (but not a profit ceiling or floor), and a profit adjustment formula. These elements are all negotiated at the outset of the WA. The price ceiling is the maximum that may be paid to the contractor, except for any adjustment under other contract clauses and the final price is subject to the price ceiling. When the contractor completes performance of this type of FPWA, the parties negotiate the final cost, and the final price is established by applying the profit adjustment formula. When the final negotiated cost is less than the target cost, application of the formula results in a final profit greater than the target profit; conversely, when final negotiated cost is more than target cost, application of the formula results in a final profit less than the target profit, or even a net loss. If the final negotiated cost exceeds the price ceiling, the contractor shall absorb the difference as a loss. The threshold and incentive values required for insertion into FAR clause 52.216-16 Alt I, INCENTIVE PRICE REVISION - FIRM TARGET, incorporated into this contract in Section I, will be stipulated in each individual incentive firm target type of FPWA.

(d) The Contractor shall not be required to report actual costs by individual cost elements during the performance of FPWA's or in invoices submitted therefore. Invoices may only specify the fixed price for firm fixed price FPWA's or the target price (target cost plus target profit) for a fixed price incentive firm target FPWA (or each separately priced task). The invoicing schedule shall be detailed within each FPWA and no progress payments will be allowed. Contractors shall submit invoices upon the completion of the FPWA or upon the completion of separately priced tasks. The Contractor shall satisfactorily perform all of the work required under the FPWA within the total fixed price of the firm fixed price FPWA and within the parameters defined within FAR 52.216-16 included in each FPWA for fixed price incentive firm FPWAs. Performance which does not meet the acceptance criteria specified in each FPWA or separately priced task will result in no payment to the Contractor for the entire FPWA or separately priced task unless and until the Contractor performs any necessary rework required to meet the original acceptance criteria at no change to the firm fixed price or ceiling price for firm fixed price FPWA's and fixed price incentive firm target FPWA's respectively. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the work assignment price to reflect the reduced value of the services.

(e) Section I clauses that are applicable to FPWA are so indicated in Section I. Wherever terminology refers to "contract" in FAR clause 52.216-16 Alt I, INCENTIVE PRICE REVISION - FIRM TARGET it shall be construed to mean "Fixed Price Incentive Firm Target Work Assignment" as appropriate.

(f) Work assignments issued hereunder shall comply with the following:

(1) As mutually agreed by work assignment, the contractor shall perform work under the fixed price portion of the completion segment of the contract as specified in written work assignments issued by the Contracting Officer and designated as "Fixed Price Completion Form" work assignments. The Fixed Price Completion

Form work assignment will describe the scope of work by specifying an end product or products. Work assignments issued under this segment will require the contractor to complete and deliver the specified end product(s) within the negotiated price.

(2) Each work assignment will include (1) a numerical designation, (2) the period of performance and schedule of deliverables and end products, (3) the scope of work for the work assignment, (4) expenditure limit, and (5) the name and phone number for the assigned Work Assignment Manager (WAM). The contractor shall not exceed the expenditure limits and estimated cost for a work assignment without the express written approval of the Contracting Officer. The Government shall not reimburse the contractor for costs incurred in excess of the expenditure limit and the Contractor is not obligated to continue performance of a work assignment or otherwise to incur costs in excess of the expenditure limit unless and until the Contracting Officer shall have notified the Contractor in writing that such expenditure limit has been increased and shall have specified in such notice a revised amount. Once a fixed price for a work assignment is established, there will be no expenditure limit applicable to that work assignment.

(3) The Contractor shall acknowledge receipt of each work assignment issued under this segment by returning a signed copy of the work assignment to the Contracting Officer within five (5) calendar days after it's receipt. EPA may utilize electronic systems to transmit formal documents (e.g., work assignments) to the contractor. If these electronic systems are utilized on official contract documents, the contractor agrees to recognize these electronic signatures as official signatures on these documents for both EPA and/or contractor representatives.

(4) The Contractor may start work, as specified in the work assignment form, immediately upon receipt of the work assignment while concurrently preparing a detailed work plan for performance of work under the work assignment, and may work up to the expenditure limit in the work assignment. The work plan shall include a detailed description of the technical work to be performed (by task) and a comprehensive, independent cost breakdown, in accordance with the elements specified in FAR 15.408, Table 15-2, by element of cost, by task, and totals. The workplan shall be submitted thirty (30) calendar days after the scoping meeting in the number of copies and to the recipients designated in the work assignment or by technical direction.

(5) At a time and place specified by the Contracting Officer, the parties will negotiate the fixed price (either firm fixed price or FPI arrangement) for the work assignment. Upon successful completion of negotiations, the Contracting Officer will provide written confirmation of the fixed price for the work assignment. If the contractor has not received approval of a workplan within 75 calendar days of the scoping meeting, the contractor shall stop all work on that work assignment and notify the Contracting Officer, Project Officer, and Work Assignment Manager of that fact in writing. Subsequent to this notice, no

work shall be performed without the written authorization of the Contracting Officer.

(6) In the event that the Contracting Officer formally disapproves the work plan, all work under that work assignment shall immediately cease until the problem causing the disapproval is resolved and written approval to proceed is received from the Contracting Officer.

(7) All effort performed under work assignments issued on a fixed price basis under the Completion Form segment of the contract shall be reported separately from the Term Form segment of the contract and from work assignments issued on a cost-type basis under the Completion Form segment of the contract.

(h) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the contractor shall immediately notify the Contracting Officer.

(i) Within 10 business days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

(j) Before submitting the conflict of interest (COI) certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

B.5 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

(a) The estimated cost of this contract is ____*____.

(b) The fixed fee is ____*____.

(c) The total estimated cost and fixed fee is ____*____.

*TO BE DETERMINED AT CONTRACT AWARD.

B.6 OFFICE AND TRAVEL COSTS

In accordance with the offeror's Representation and Certifications, it_*_ will or ___ will not maintain offices within 50 miles of the EPA Region VIII or X offices for purposes of performing this contract. The offeror's accounting system_*_ will treat these office costs as an additional other direct cost or ___ will treat these office costs as an indirect cost.

The Contract provides for travel and per diem costs incurred by the contractor's personnel traveling from the contractor's office located within 50 miles of the EPA Region VIII or X office. In accordance with the offeror's cost proposal, the Contract provides \$___*___ additional travel and per diem costs (for costs which exceed those normally reimbursed under the Contract) for the contractor's professional employees traveling from offices located greater than 50 miles from the EPA Regional office to work sites specified in work assignments. The Contract may also be utilized for travel and per diem costs incurred by the contractor's personnel traveling from the contractor's office located greater than 50 miles from the EPA Region VIII or X office to attend meetings with the work assignment manager or project officer at the EPA Region VIII or X office.

In accordance with the offeror's accounting system it ___*___ will treat computer costs as an additional other direct cost or ___ will treat computer costs as an indirect cost.

* To be computed at time of contract award.

B.7 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of ___*___ is allotted to cover estimated cost. Funds in the amount of ___*___ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through ___*___.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

*TO BE DETERMINED AT CONTRACT AWARD.

B.8 COMPLETION FORM CEILING (RACS-B-96-3)

(a) The Completion Form Ceiling of \$100,000 for Region 8 and \$100,000 for Region 10, represents costs (including travel and other direct costs), or profit. As completion form work assignments are issued and negotiated, the contract will be modified to obligate funds, or to reallocate funding in the schedule set forth in the clause of this contract entitled "LIMITATION OF FUNDS -- COST-PLUS-FIXED-FEE CONTRACT", associated with each completion form work assignment to reflect, by work assignment numerical designation, the funds so obligated or reallocated and to reflect completion form segment, or the fixed price, as applicable, associated with each completion form work assignment.

(b) Subcontracting efforts and rental/lease of equipment pertaining to

specific activities issued under completion form work assignments shall be charged against the overall completion ceiling.

(c) If the full completion form ceiling dollars are under-utilized, there shall be a unilateral decrease in the completion form ceiling representing the unused portion of the completion form ceiling inclusive of associated costs and prorated fees/profits.

(d) Inclusion of the completion form ceiling shall not be construed as obligating the Government to issue any completion form work assignments. Costs and fees and/or profits associated with completion efforts shall only be payable for work performed under any completion form work assignments issued in accordance with the clause of this contract entitled "WORK ASSIGNMENTS (COMPLETION FORM SEGMENT - COST TYPE)" or "WORK ASSIGNMENTS (COMPLETION FORM SEGMENT - FIXED PRICE)".

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included ATTACHMENT #1

The Contractor shall perform work under this contract only as directed in the Work Assignment issued by the Contract Officer.

C.3 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PROJECT PLAN (EP 52.210-130) (APR 1984)

The Contractor shall adhere to the procedures set forth in its QA Project Plan dated __*__, which is incorporated by reference.

*TO BE DETERMINED AT CONTRACT AWARD

C.4 INCORPORATION OF CONTRACTOR'S QUALITY MANAGEMENT PLAN

The Contractor shall adhere to the procedures set forth in its QA Management Plan dated __*__, which is incorporated by reference.

*TO BE DETERMINED AT CONTRACT AWARD

C.5 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (FEB 1998)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination;

electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) *General*. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
401 M Street, S.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. Gopher Access: gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for IRM Policy, Standards and Guidance. World Wide Web Access: <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for IRM Policy, Standards and Guidance.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

C.6 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

C.7 Conflict of Interest Plan

The Contractor shall adhere to the procedures in its Conflict of Interest (COI) Plan Attachment. *

* TO BE DETERMINED AT CONTRACT AWARD

SECTION D - PACKAGING AND MARKING**D.1 SUBMISSION OF DELIVERABLES ON MICROCOMPUTER FLOPPY DISKS**

(a) At the request of the Contracting Officer or as directed in the individual work assignments, the Contractor shall submit deliverables on microcomputer floppy disks (3 ½" X 3 ½") and shall be packaged in accordance with standard commercial practice for ADP software. The disks shall be IBM compatible, high density, double-sided, and shall be labeled to indicate:

- 1) Name of deliverable
- 2) Contractor Name
- 3) Contract Number
- 4) Date written
- 5) Indication of draft or final version

(b) For each deliverable, data shall be separated by category and submitted on the diskettes using the following categories:

| DATA CATEGORY | ASCII CONVERTED TO AN ORIGINAL IN |
|----------------------------|--------------------------------------|
| ----- | ----- |
| 1) Narratives | WordPerfect 6.1 |
| 2) Spreadsheets | Lotus 1-2-3 |
| 3) Data Bases | Lotus Approach |
| 4) PC to PC Communications | Lotus Notes |
| 5) Graphics | Lotus Freelance Graphics |

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|----------|----------|--|
| 52.246-4 | AUG 1996 | INSPECTION OF SERVICES--FIXED-PRICE |
| 52.246-5 | APR 1984 | INSPECTION OF SERVICES--COST-REIMBURSEMENT |

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

EPA Region 8
EPA Region 10

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|-----------|----------|-----------------|
| 52.242-15 | AUG 1989 | STOP WORK ORDER |

F.2 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by- products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER AND PAPER PRODUCTS

| Minimum % Recovered Materials | Minimum % Postconsumer Recovered Materials | Minimum % Waste Paper |
|-------------------------------------|---|-----------------------------|
|-------------------------------------|---|-----------------------------|

NEWSPRINT 40

HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:

| | |
|-------------------------------------|----|
| Offset printing | 50 |
| Mimeo and duplicator paper | 50 |
| Writing (stationery) | 50 |
| Office paper (e.g., note pads)..... | 50 |
| Paper for high speed copiers | 50 |
| Envelopes | 50 |
| Form bond including computer | 50 |
| paper and carbonless | |
| Book papers | 50 |
| Bond papers | 50 |
| Ledger | 50 |
| Cover stock | 50 |
| Cotton Fiber papers 25..... | 50 |

TISSUE PRODUCTS:

| | |
|------------------------|----|
| Toilet tissue | 20 |
| Paper towels | 40 |
| Paper napkins | 30 |
| Facial tissue | 5 |
| Doilies | 40 |
| Industrial wipes | 0 |

UNBLEACHED PACKAGING:

| | |
|-------------------------------|----|
| Corrugated boxes | 35 |
| Fiber boxes | 35 |
| Brown papers (e.g. bags)..... | 5 |

RECYCLED PAPERBOARD:

| | |
|------------------------------------|----|
| Recycled paperboard products | 80 |
| Pad backing | 90 |

F.3 USE OF DOUBLE-SIDED COPYING IN THE SUBMISSION OF REPORTS (EP 52.210-160) (JUL 1990)

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to reproduce any progress report, draft report or final report in response to this contract.

F.4 REPORTS OF WORK (EPAAR 1552.211-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION

The Contractor shall prepare and deliver the below listed reports to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

Required reports are:SEE ATTACHMENT#2{ROW}

In addition, a technical report abstract for each draft final and final technical report shall be submitted in accordance with Attachment #2.

F.5 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)

(a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 20th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows: *

*TO BE DETERMINED AT TIME OF CONTRACT AWARD

F.6 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.7 ADVISORY AND ASSISTANCE SERVICES (EPAAR 1552.211-78) (APR 1984)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

F.8 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from the effective date of the contract through 60 months exclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

G.2 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement is incorporated as Attachment _____.

*TO BE DETERMINED AT CONTRACT AWARD.

G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

| | |
|--------------|---|
| Distribution | Addressee |
| original | Contracting Officer |
| 1 copy | Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) 401 M Street, S.W. Washington, D.C. 20460 |

G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block _9_ on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly

progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.5 SITE SPECIFIC INVOICING - INSTRUCTIONS

The monthly and annual general requirements for site specific invoicing are contained in Attachment 4, Site Specific Invoicing Instructions.

G.6 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.7 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management
(3802R)
401 M St., S.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established

billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.8 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)

(a) The contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (b) of this clause to certify; and

(3) Have the certificate signed by an individual of the contractor's

organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

Certificate of Indirect Costs

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;
2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation applicable to those contracts;
3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR; and
4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

Providing false information in connection with any certified indirect cost proposal may lead to substantial criminal penalties, civil liabilities or the imposition of administrative sanctions. Relevant statutes include, among others, 18 U.S.C. 286 (Conspiracy to Defraud), 18 U.S.C. 287 (False Claims), 18 U.S.C. 641 (Theft), 18 U.S.C. 1001 (False Statements), 18 U.S.C. 1343 (Wire Fraud), 31 U.S.C. 3729 (Civil False Claims), and 31 U.S.C. 3801 (Program Fraud). Debarment or suspension may be required under FAR Subpart 9.4 for submittal of a false certificate of indirect costs.

FIRM: _____

SIGNATURE: _____

NAME OF OFFICIAL: _____

TITLE: _____

DATE OF EXECUTION: _____

G.9 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.10 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. Attachment 9 to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch
Environmental Protection Agency
Financial Management Division (2733R)
401 M St. S.W.
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs

incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

Annual Allocation Report

Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

G.11 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

(TO BE COMPLETED AT THE TIME OF CONTRACT AWARD.)

G.12 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the individual work assignments.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION****(a) Definitions.**

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or

final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the

Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.3 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.4 LIMITATION OF FUTURE CONTRACTING (ROCS)

(EPAAR1552.209-74)(MAY 1994) (DEVIATION)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) During the performance period of this contract, the prime Contractor will be ineligible to enter into any contract with a Federal agency other than EPA for remedial planning and/or implementation projects to be performed on sites located at a Federal facility without the prior written approval of the EPA Contracting Officer. During the performance period of this contract, the team subcontractor(s) will be ineligible to enter into any contract with a Federal agency other than EPA for remedial planning and/or implementation projects to be performed at sites located on a Federal facility, with the exception of the Federal agencies or departments listed below, without the prior written approval of the EPA Contracting Officer.

Team Subcontractor

Federal Agency

_____*

_____*

***TO BE COMPLETED AT TIME OF CONTRACT AWARD.**

(d) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the contractor, during the life of the work assignment and for a period of two (2) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party other than EPA, with respect to any work under the work assignment relating to CERCLA or RCRA activities which pertain to a Federal Facility site where the Contractor previously performed work for EPA under this contract.

(e) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the work assignment and for a period of five (5) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA or RCRA activities which pertain to a non-Federal facility site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA or RCRA enforcement actions which pertain to a non-Federal facility site where the Contractor previously performed work for the EPA under this contract.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for non discretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for non discretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.5 TRAVEL

Except as explicitly set forth below, the Contractor will be reimbursed for reasonable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to any employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitations of the Federal Travel Regulations effective on the date of travel will apply to Contractor employees to the same extent they apply to Federal Government employees.

The Contractor may be required to furnish to the Contracting Officer documentary proof of every travel expenditure that exceeds twenty-five dollars (\$25), including receipts for common carrier transportation expenditures and bona fide lodging receipts.

The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

H.6 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
1 = poor,
2 = fair,
3 = good,
4 = excellent,
5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

- 0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
- 1--Major problems have been encountered
- 2--Some problems have been encountered
- 3--Minor inefficiencies/errors have been identified
- 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively

- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective
- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate

contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations performance category (including a narrative for the rating);
- (3) Concur with or revise the project officer's ratings after consultation with the project officer;
- (4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and
- (5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

- (1) Review the Report;
- (2) Provide a response (if any) to the contracting officer on company letter head or electronically;
- (3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.7 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997)

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

26,000 LOE for Region 8 and 16,000 LOE for Region 10.

For Region 8 the Government may issue a maximum of 26 orders to increase the

level of effort in multiples of 1,000 hours during any given period.

For Region 10 the Government may issue a maximum of 16 orders to increase the level of effort in multiples of 1,000 hours during any given period.

The estimated cost of each block of 1,000 hours is as follows:

| | | | |
|----------|----------------|-----|-------|
| Region 8 | Estimated Cost | Fee | Total |
|----------|----------------|-----|-------|

| | | | |
|-----------|----------------|-----|-------|
| Region 10 | Estimated Cost | Fee | Total |
|-----------|----------------|-----|-------|

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

H.8 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.9 MENTOR-PROTEGE PROGRAM

The contractor shall provide for a guaranteed 25% of the prime contracting LOE to be performed by an 8(a) firm which would then be the prime contractor's Protégé firm. This Mentor-Protege plan will be incorporated in the standard subcontracting plan.

H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in

part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.11 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.12 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of

these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.13 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this

contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.14 DATA SECURITY--FIFRA AND/OR TSCA CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-72) (APR 1984) DEVIATION

The Contractor shall handle Federal Insecticide Fungicide Rodenticide Act (FIFRA) and/or Toxic Substances Control Act (TSCA) confidential business information in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," and the provisions set forth below.

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor shall protect the confidential business information and confidential business information used in its computer operations in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the manual entitled "Contractor Requirements for the Control and Security of TSCA Confidential Business Information." The manual may be obtained from the Director, Information Management Division, Office of Toxic Substances, Environmental Protection Agency, 401 M St., S.W., Washington, D. C. 20460.

(2) The Contractor shall, upon request by the Contracting Officer, permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, EPA's Program Support Division of the Office of Pesticide Programs, EPA's Information Management Division of the Office of Toxic Substances, or by the Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA/TSCA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of confidential business information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that confidential business information obtained by EPA under FIFRA and/or TSCA may not be disclosed except as authorized by the Act(s), and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA [7 U.S.C. 136h(f)] and/or TSCA [15 U.S.C. 2613(d)]. For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those disclosures set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of confidential business information to the subcontractor.

(e) The Contractor shall return all documents, logs, and employee confidentiality agreements to EPA at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.15 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the

contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, 401 M Street, SW, Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.16 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of

contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.17 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 30 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper,

article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H.18 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order,

work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.19 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel: TO BE DETERMINED AT TIME OF CONTRACT AWARD

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.20 IDENTIFICATION OF CONTRACTOR PERSONNEL

All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal and local governments, business, industry and the general public. The badge shall contain the individual's name and the company's name and logo. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name. When participating in any event and/or discussion (e.g., answering the telephone, participating as a panel member or speaker), contractor staff shall verbally identify themselves as contractor personnel so that there is no possible appearance of being EPA Officials.

H.21 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.22 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.23 EPA MEETINGS, WORKSHOPS AND CONFERENCES

If this contract requires Contractor support for an EPA sponsored meeting, workshop, conference, etc. (hereby referred to as meetings), the following shall apply:

EPA meetings will be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. (FMPR 101-17.104-4). The EPA Project Officer or Work Assignment Manager will determine and advise the Contractor when Federal facilities are not available.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc., for other participants or attendees shall not be allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Contracting Officer.

The cost of beverages, food refreshments, etc., consumed by participants or attendees at meeting shall not be an allowable charge under this contract (i.e. refreshments versus per diem or subsistence costs).

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

H.24 RESPONSE TIME

The contractor must be available to attend meetings at the EPA Denver Regional Office within one hour of being notified by the Project Officer and within one hour by telephone for meetings with the EPA Seattle Regional Office.

H.25 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust and to not mislead it, the Contractor shall explain to outside parties, at the onset of communications, that they are Agency Contractors.

H.26 PROHIBITION OF CONTRACTOR VIEWING OF CONFIDENTIAL BUSINESS INFORMATION WITHOUT AUTHORIZATION

(a) EPA may authorize the Contractor and any subcontractor to view confidential business information (CBI) that EPA obtained pursuant to the Toxic Substances Control Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Clean Air Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Federal Food Drug, and Cosmetic Act, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response, Compensation, and Liability Act. This contract contains provisions (e.g., "Treatment of Confidential Business Information") which are necessary to permit the Contractor or subcontractor to view CBI obtained pursuant to these statutes.

(b) The Contractor and any subcontractor are prohibited from viewing any CBI that EPA has not authorized the Contractor or subcontractor to view pursuant to 40 C.F.R. Part 2, Subpart B, entitled "Confidentiality of Business Information."

(c) All employees of the Contractor and all subcontractor/consultant employees shall be required to annually certify to the following:

The undersigned hereby certifies that he/she has not viewed any confidential business information contained in the Contract Payment System, Superfund Cost Recovery Image Processing System, or any other EPA database containing confidential business information, including confidential business information that EPA obtained from an EPA contractor, except where EPA has specifically authorized such access.

(Certification shall note the employee's position in regard to the subject contract and shall be signed and dated.)

(d) The Contractor agrees that these requirements in H.21 concerning Confidential Business Information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(e) The Contractor agrees to include the provisions of this clause, including this paragraph (e), in all subcontracts awarded pursuant to this contract.

H.27 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (CBI)

The following applies to all tasks requiring the Contractor to have access to confidential business information (CBI):

The ROC Contractor shall not have access to CBI submitted to EPA under any authority until the ROC Contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR Part 2, Subpart B, including providing, where necessary, prior notice to the submitter of disclosure to the contractor.

H.28 ZONE CROSS OVER WORK ASSIGNMENT

In a case where the Contracting Officer determines that

the Contractor is restricted from performing a work assignment due to an actual, potential, or apparent conflict of interest or in any other situation in which it is determined by the Contracting Officer to be in the best interest of the Government, the Government reserves the right to acquire Regional Oversight Contract (ROC) services for that work assignment from a ROC contractor from another EPA Region or through other sources.

The Government may require the Contractor to perform a Region crossover work assignment for Regional Oversight Contract services in any of the following EPA Regions in the event of a conflict of interest or in any other situation in which it is determined by the Contracting Officer to be in the best interest of the Government:

Region I

Connecticut, Maine, Massachusetts, New Hampshire,
Rhode Island and Vermont

Region II

New Jersey, New York, Puerto Rico and Virgin Islands

Region III

D.C., Delaware, Maryland, Pennsylvania, Virginia and
West Virginia

Region IV

Alabama, Florida, Georgia, Kentucky, Mississippi,
North Carolina, South Carolina and Tennessee

Region V

Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin

Region VI

Arkansas, Louisiana, New Mexico, Oklahoma and Texas

Region VII

Iowa, Kansas, Missouri and Nebraska

Region IX

California, Nevada, Arizona and Hawaii (Guam and American Samoa)

H.29 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

A. This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT and RECORDS- NEGOTIATION" (AUG 1996) wherein the Contractor is required to maintain and make available to the Contracting Officer or his/her representative (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office, at all reasonable times, the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

B. The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

C. Accordingly, due to the extended nature of court proceedings and EPA audit requirements for non-federal sites, the Contractor shall make available the records described above and in the Audit Clause for a total of 10 years after final payment under the contract in lieu of the 3 year period stated in the "AUDIT-NEGOTIATION (AUG 1996)" clause. (See FAR 4-703(b)(1)).

D. In addition, the Contractor shall make available the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e. cost recovery) until such appeals, litigation, or claims are disposed of.

E. The Contractor shall not destroy original records relating to the contract until:

(1) all litigation involving the records has been finally settled and approval is obtained from the CO or;

(2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained. In no event should individual records be destroyed if such litigation is in process or is pending related to such records.

F. From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

G. The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under this contract.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 SECTION I CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

THE FOLLOWING CLAUSES ARE APPLICABLE TO BOTH COST-TYPE AND FIXED PRICE TYPE WORK ASSIGNMENTS:

THE FOLLOWING CLAUSES ARE APPLICABLE TO BOTH COST-TYPE AND FIXED PRICE TYPE WORK ASSIGNMENTS:

| NUMBER | DATE | TITLE |
|-----------|----------|--|
| 52.202-1 | OCT 1995 | DEFINITIONS ALTERNATE I (APR 1984) |
| 52.203-3 | APR 1984 | GRATUITIES |
| 52.203-5 | APR 1984 | COVENANT AGAINST CONTINGENT FEES |
| 52.203-6 | JUL 1995 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT |
| 52.203-7 | JUL 1995 | ANTI-KICKBACK PROCEDURES |
| 52.203-10 | JAN 1997 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY |
| 52.203-12 | JUN 1997 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| 52.215-2 | JUN 1999 | AUDIT AND RECORDS--NEGOTIATION |
| 52.215-12 | OCT 1997 | SUBCONTRACTOR COST OR PRICING DATA |
| 52.215-17 | OCT 1997 | WAIVER OF FACILITIES CAPITAL COST OF MONEY |
| 52.216-7 | APR 1998 | ALLOWABLE COST AND PAYMENT |
| 52.219-4 | JAN 1999 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS |
| 52.219-8 | JUN 1999 | UTILIZATION OF SMALL BUSINESS CONCERNS |
| 52.219-9 | JAN 1999 | SMALL BUSINESS SUBCONTRACTING PLAN |
| 52.219-16 | JAN 1999 | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN |
| 52.219-25 | JAN 1999 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING |
| 52.219-26 | JAN 1999 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- INCENTIVE SUBCONTRACTING |
| 52.222-3 | AUG 1996 | CONVICT LABOR |
| 52.222-26 | FEB 1999 | EQUAL OPPORTUNITY |
| 52.222-35 | APR 1998 | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA |
| 52.222-36 | JUN 1998 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES |
| 52.222-37 | JAN 1999 | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA |
| 52.223-2 | APR 1984 | CLEAN AIR AND WATER |

| | | |
|-----------|----------|---|
| 52.223-6 | JAN 1997 | DRUG-FREE WORKPLACE |
| 52.225-11 | AUG 1998 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES |
| 52.227-14 | JUN 1987 | RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987) |
| 52.227-16 | JUN 1987 | ADDITIONAL DATA REQUIREMENTS |
| 52.228-7 | MAR 1996 | INSURANCE--LIABILITY TO THIRD PERSONS |
| 52.229-3 | JAN 1991 | FEDERAL, STATE, AND LOCAL TAXES |
| 52.229-5 | APR 1984 | TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO |
| 52.232-23 | JAN 1986 | ASSIGNMENT OF CLAIMS |
| 52.232-22 | APR 1984 | LIMITATION OF FUNDS |
| 52.233-3 | AUG 1996 | PROTEST AFTER AWARD ALTERNATE I (JUN 1985) |
| 52.232-33 | MAY 1999 | PAYMENT BY ELECTRONIC FUNDS |
| | | TRANSFER--CENTRAL CONTRACTOR REGISTRATION |
| 52.233-1 | DEC 1998 | DISPUTES ALTERNATE I (DEC 1991) |
| 52.232-17 | JUN 1996 | INTEREST |
| 52.237-3 | JAN 1991 | CONTINUITY OF SERVICES |
| 52.242-13 | JUL 1995 | BANKRUPTCY |
| 52.253-1 | JAN 1991 | COMPUTER GENERATED FORMS |

THE FOLLOWING CLAUSES ARE APPLICABLE TO COST TYPE WORK ASSIGNMENTS ONLY:

| | | |
|-----------|----------|--|
| 52.232-20 | APR 1984 | LIMITATION OF COST |
| 52.242-1 | APR 1984 | NOTICE OF INTENT TO DISALLOW COSTS |
| 52.242-3 | OCT 1995 | PENALTIES FOR UNALLOWABLE COSTS |
| 52.242-4 | JAN 1997 | CERTIFICATION OF FINAL INDIRECT COSTS |
| 52.243-2 | AUG 1987 | CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984) |
| 52.249-6 | SEP 1996 | TERMINATION (COST-REIMBURSEMENT 1984) |

THE FOLLOWING CLAUSES ARE APPLICABLE TO FIXED PRICE WORK ASSIGNMENTS ONLY:

| | | |
|-----------|----------|---|
| 52.227-1 | JUL 1995 | AUTHORIZATION AND CONSENT |
| 52.243-1 | AUG.1987 | CHANGES-- FIXED PRICE ALT.III (APR.1984) |
| 52.244-2 | AUG 1998 | SUBCONTRACTS ALTERNATE II (AUG 1998) |
| 52.246-25 | FEB 1997 | LIMITATION OF LIABILITY--SERVICES |
| 52.249-2 | SEP 1996 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) |
| 52.249-8 | APR1984 | DEFAULT (FIXED PRICE-SUPPLY AND SERVICE) |

THE FOLLOWING CLAUSE IS APPLICABLE TO WORK ASSIGNMENTS ISSUED ON A FIXED-PRICE INCENTIVE (FIRM TARGET) (FPIF) BASIS:

| | | |
|-----------|----------|--|
| 52.216-16 | FEB 1997 | INCENTIVE PRICE REVISION - FIRM TARGET |
|-----------|----------|--|

I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a),(b),(c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423)(the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1)Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2)Rescind the contract with respect to which--

(i)The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A)Exchanging the information covered by such subsections for anything of value; or

(B)Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii)The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.4 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.5 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may

include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.6 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1998) ALTERNATE I (OCT 1998)

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) Offers will be evaluated by adding a factor of 10% [percentage to be inserted by the contracting officer] percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iv) Otherwise successful offers where application of the factor

would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and

(v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.7 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or

occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**I.8 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5)
(APR 1998)**

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

I.9 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

(a) *Definitions.* As used in the provision--

Uncompensated overtime means the hours worked without additional

compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by 45 = \$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

I.10 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (APR 1984) DEVIATION

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract. If the subcontract is awarded under the Mentor-Protege Program and is \$1,000,000 or less, competition is not required.

I.11 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.12 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first -tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the

face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.13 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

I.14 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.15 COST ACCOUNTING STANDARDS

The Contractor shall include as flowdown clauses FAR 52.230-3, DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (AUG 1992) and FAR 52.230-5, ADMINISTRATION OF COST ACCOUNTING STANDARDS (AUG 1992) in any subcontract awarded to under this contract.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

LIST OF ATTACHMENTS

- (1) Statement of Work
- (2) Reports of Work
- (3) Cost Proposal Instructions
- (4) Site Specific Invoicing Instructions
- (5) Invoice Preparation Instructions
- (6) Minimum Standards for EPA Contractor's Conflict of Interest Plans
- (7) Past Performance Questionnaire
- (8) Client Letter
- (9) Instructions for Annual Allocation of Non-Site Specific Costs.

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.3 WOMEN-OWNED BUSINESS (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this

provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-4) (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that-

(a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in (country)

**K.6 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (FAR 52.215-7)
(OCT 1997)**

The offeror has [check the appropriate block]:

☐ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this proposal; if "none," so state]:

☐ (b) Enclosed its annual representations and certifications.

K.7 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8744.

(2) The small business size standard is 500 Employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it []is, []is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it []is, []is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it []is, []is not a women-owned small business concern.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (JAN 1997)

(a) Definition.

" Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

The Offeror [] is, [] is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

| <u>No. of Employees</u> | <u>Avg. Annual Gross Revenue</u> |
|-------------------------|----------------------------------|
| ___ 50 or fewer | ___ \$1 million or less |
| ___ 51 - 100 | ___ \$1,000,001 - \$2 million |
| ___ 101 - 250 | ___ \$2,000,001 - \$3.5 million |
| ___ 251 - 500 | ___ \$3,500,001 - \$5 million |

| | |
|-------------------|-----------------------------------|
| _____ 501 - 750 | _____ \$5,000,001 - \$10 million |
| _____ 751 - 1,000 | _____ \$10,000,001 - \$17 million |
| _____ Over 1,000 | _____ Over \$17 million |

K.9 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1998)

(a) *General*. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.*(1) *General*. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies*. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.10 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.11 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.12 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.13 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is ☐ , is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.14 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13)
(OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.15 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72)
(APR 1984)**

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.16 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76)
(APR 1984)**

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA or update all outdated information on file.

(a) Contractor's Name:

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):
.....

(c) Telephone Number:

(d) Individual(s) to contact re this proposal:
.....

(e) Cognizant Government:

Audit Agency:

Address:

Auditor:

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and subcontracts: \$.....

Government fixed-price prime contracts and subcontracts: \$.....

Commercial Sales: \$.....

Total Sales: \$.....

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$.....

Total Sales for Second Preceding Fiscal Year \$.....

(g) Is company a separate rate entity or division?

.....

If a division or subsidiary corporation, name parent company:

.....

(h) Date Company Organized:

(i) Manpower:

Total Employees:

Direct:

Indirect:

Standard Work Week (Hours):

(j) Commercial Products:

.....

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

| | Estimated/ <u>Actual Cost</u> | Standard <u>Cost</u> |
|---------------------|----------------------------------|-------------------------|
| Estimating System | | |
| Job Order | | |
| Process | | |
| Accumulating System | | |
| Job Order | | |
| Process | | |

Has your cost estimating system been approved by any Government agency?

Yes No

If yes, give name and location of agency:

.....

Has your cost accumulation system been approved by any Government

agency?

Yes No

If yes, give name and address of agency:

.....

(m) What is your fiscal year period? (Give month-to-month dates):

.....

What were the indirect cost rates for your last completed fiscal year?

| <u>Fiscal Year</u> | <u>Indirect Cost Rate</u> | <u>Basis of Allocation</u> |
|------------------------|-------------------------------|--------------------------------|
| Fringe Benefits | | |
| Overhead | | |
| G&A Expense | | |
| Other | | |

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes No

If yes, name and location of the Government agency:

.....

Date of last preaward audit review by a Government agency: .

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:

Accounting Department
Contracting Department
Other

(describe).

(p) Has system of control of Government property been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

(q) Purchasing System:

FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are

expected to exceed \$10 million (annual billings) during the next twelve months. The \$10 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

Period of Approval:

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$10 million threshold?

Yes No

If you respond yes to the \$10 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes No

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency.....

.....

Are your purchasing policies and procedures written?

Yes No

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes No

K.17 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.18 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

K.19 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1) (FEB 1999) DEVIATION

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has[], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|-----------|----------|---|
| 52.204-6 | SEP 1999 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER |
| 52.219-24 | JAN 1999 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- TARGETS |
| 52.222-24 | FEB 1999 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION |
| 52.222-46 | FEB 1993 | EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES |
| 52.237-1 | APR 1984 | SITE VISIT |

L.2 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (OCT 1997)

(a) Definitions. As used in this provision- Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended,

all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (I) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(I) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions. (I) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and-

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(I)(A) through (c)(3)(I)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(I) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram

(including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information

contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a Cost-Plus-Fixed Fee contract resulting from this solicitation.

L.5 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Timothy P. Farrell

Hand-Carried Address:

Environmental Protection Agency
1300 Pennsylvania Avenue, N.W.
Washington, DC 20004

Mailing Address:

Environmental Protection Agency -Mail stop- 3805R
401 M Street, S.W.
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

L.7 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.8 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP

52.212-180) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of 08/01/00 and that the required effort will be uniformly incurred throughout each contract period.

L.9 PAST PERFORMANCE INFORMATION (EP 52.215-105) (DEC 1995)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$ 500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 10 contracts and subcontracts completed in the last 5 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager, telephone number, and E-mail address (if available).
- (j) Administrative Contracting Officer, if different from #8, telephone number, and E-mail (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b).

(2) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the

offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(2) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., If the same reference has several contracts, send that reference a single notice citing all applicable contracts.) Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in Section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set for in Section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past

performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.10 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation through e-mail to the contract specialist. EPA must receive the questions no later than 20 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.11 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.12 DEFINITION OF LABOR CLASSIFICATION

The following labor classifications will be required for staffing the contract:

For Region 8

1 Program Managers -
1 Site Project Managers - 1 Civil Engineer
 1 Chemical Engineer
 1 Toxicologist (Phd)

For Region 10

1 Program Manager
1 Site Project Manager - 1 Civil or Chemical Engineer

The following definitions of the labor classifications are provided to aid in preparing the technical and cost portions of the offeror's proposal. The offer (proposal) shall provide a cross-walk between the proposed technical and cost labor categories.

Typical Title: Program Manager

Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Minimum Educational Qualifications:

- Ph.D. Degree, Law Degree, or equivalent, with 8 years or more experience; or
- M.S./M.A. Degree or equivalent, with 10 years or more experience; or
- B.S./B.A. Degree with 12 years or more experience

Experience Qualifications:

Demonstrated experience in managing complex programs or projects involving a diverse workforce and complying with Federal contracting requirements. Demonstrated experience in performing or managing environmental enforcement projects. Experience and capabilities must include organizing and managing large, complex contracts (including managing subcontractors and consultants) similar to the effort in this RFP, and experience in the subject areas identified in the SOW.

Typical Titles: Site Project Manager,

Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Minimum Educational Qualifications:

- Ph.D. Degree, or equivalent, with 4 or more years experience; or
- M.S./M.A. with 6 or more years experience; or
- B.S./B.A. degree with 8 or more years experience.

Minimum Experience Qualifications:

Demonstrated experience in performing or managing complex CERCLA/RCRA support tasks, including project planning and budgeting, directing performance of tasks,

and

review of deliverables.

[EPA may use the following disciplines or other science disciplines in support of a specific oversight effort in support of the SOW.]

Typical Title: Chemist, Geologist, Civil Engineer, Hydrologist, Ecologist, Toxicologist

Minimum Education and Experience Qualifications:

- Bachelor of Science Degree - 5 years of professional experience
- Master of Science Degree - 3 years of professional experience in their specific discipline.

Typical Titles: Field Technician/Investigator, Research Assistant, Paralegal, Systems Analyst, Financial Analyst, Forensic Accountant, Computer Programmer/Data Base Analyst.

Under general supervision of a manager, this individual plans, conducts and supervises assignments on a project-by-project basis. Estimates budgets and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods or project design where necessary. Also includes technical professionals who possess specialized skills or expert knowledge. Such persons may be tasked on an as needed basis to perform tasks within their area of expertise on certain projects.

Minimum Education and Experience Qualifications:

- M.S./M.A. Degree or equivalent, with 2 or more years experience in discipline; or
- B.S./B.A. Degree or paralegal certificate, or equivalent, with 3 or more years experience in discipline.

Typical Titles: Entry Level

Entry Level for professional classification. Qualifications are similar to those required under Research Associate but is considered entry level and requires educational but no professional experience. Works under supervision of team or project leader. Gathers and correlates basic data and performs routine tasks and other duties as assigned. Makes recommendations on work assignments and on variables which affect project implementation. Performs other duties as assigned.

Minimum Education and Experience Qualifications:

- B.S./B.A. or M.S./M.A. Degree- Little or none related to contract SOW.

L.13 INSTRUCTION FOR PREPARATION OF PROPOSALS

The offeror shall submit the following in writing to the contracting officer prior to the date listed in block 9 of the (SF) 33:

- (1) Standard Form (SF) 33, *solicitation, Offer, and Award*, with blocks 12 through completed by offeror;
- (2) Section B, *Supplies or Services and price/costs*, with line item prices inserted by the offeror;
- (3) Section K, *Representation, certifications, and other statements of offeror*, completed by offeror;
- (4) Cost and price information described in Attachment #3; and,
- (5) Past performance information described below in paragraph (c).

Following the receipt of the written documentation above, the contracting officer will contact each offeror to establish a date and time for the offeror to make an oral presentation of its Project/Contract Quality and Response to Scenarios described below in Section (a) and (b).

General Instructions for Oral Presentations

All oral presentations will be conducted in English at EPA's regional office in SEATTLE, WASHINGTON. All bid and proposal costs are the responsibility of the offeror. The following is a sample agenda:

| | | | |
|----------|---|----------|-------------------------------|
| 9:00 AM | - | 10:15 AM | Project/Contract Quality |
| 10:00 AM | - | 10:30 AM | Break |
| 10:30 AM | - | 11:30 AM | Scenarios |
| 12:00 AM | - | 12:30 PM | Clarifications (if necessary) |

ADDITIONAL PROVISIONS FOR ORAL PRESENTATIONS

Video Record

_____The offeror's oral presentation will be recorded by EPA using a video camera and may be disseminated to authorized personnel within EPA only.

Time Limits and Other Restrictions

The offeror shall comply with the strict time limitations imposed by the Government. Each offeror will be limited to one (1) hour plus fifteen (15) minutes to address project/contract quality (past performance) and one (1) hour to address regional scenarios. The contracting officer will be responsible for tracking the time and will notify the speaker when five (5) minutes are remaining. The clock used to track the time will be visible to the speaker. No overhead projectors, slides, or video tapes of any kind will be permitted during the oral presentations. In addition, no handouts will be accepted during any portion of the oral presentations. The speakers may utilize posters during the oral presentation. The poster will not be evaluated nor will they be retained by the EPA. The Technical Evaluation Panel will focus their evaluation on the content of the presentations and not a presenter's speaking ability.

At the conclusion of the oral presentation, the offeror's speakers will leave the room. The contracting officer will confer with the technical evaluation panel to determine if clarifications are required. Clarifications are limited exchanges between the contracting officer and the offeror. If necessary, the offeror's speakers will return to the room to provide clarification.

Clarification may be required to: enhance the Government's understanding of a presentation; allow reasonable interpretation of the presentation; facilitate the Government's evaluation process; provide the offeror an opportunity to clarify the relevance of its corporate experience; or, provide the offeror an opportunity to respond to adverse past performance information (received under Section C) to which the offeror has not previously had an opportunity to respond. Clarification will not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal or otherwise revise the proposal.

The evaluation process has three elements, technical, past performance and cost. The technical evaluation will be based solely on the oral presentation of the: (a) Project/Contract Quality Factor; (b) Other Special Quality Factor - Response to Scenarios.

(a) Project/Contract Quality

Each project/contract cited must be assigned a project tracking number starting with No. 1.

(a)(1) Prime contracts performed by the prime 50 points

The offeror's proposed program manager, identified as Key Personnel, shall deliver an oral presentation, not to exceed 15 minutes, of specific quality information in the form of recent (within five (5) years) prime contracts performed by the prime of similar size, scope and complexity for either commercial or Government clients which clearly demonstrate its ability to successfully perform and/or oversee RCRA Compliance, CERCLA Assessment and Remedial Activities Support and submit the data deliverables specified in the reports of work of the solicitation.

(a)(2) Site specific projects performed by the prime and/or team subcontractor(s)

The offeror's Project Manager, identified as Key Personnel, shall deliver an oral presentation, not to exceed 60 minutes, of specific quality information in the form of recent site specific projects (within five (5) years) performed by the prime and/or team subcontractor(s), if any, of similar size, scope and complexity for either commercial or Government clients which clearly demonstrate the offeror's ability to successfully perform the following specific ROC statement of work (SOW) tasks:

(a)(2)(i) RCRA Compliance Support (SOW Sect.A) (15 points)

(a)(2)(ii) CERCLA Assessment Support (SOW Sect.B) (25 points)

(a)(2)(iii) Remedial Activities Support (SOW Sect.C) (100 points)**(b) Other Special Quality Factor - Response to Scenarios**

The oral presentation in response to the scenarios will not be subject to discussions or to revisions following discussions.

**(b)(1) Scenario #1 -Preliminary Assessment/Site Investigation (PA/SI)
(75points)**

The offeror's key technical personnel identified in the cost proposal shall deliver an oral response to the scenario described below, not to exceed 30 minutes. The response shall demonstrate the offeror's understanding of the work and ability to perform the contract.

ROC Contract Scenario #1**SITUATION**

The Army Corps of Engineers, the EPA, and the State of Colorado, have discovered a Formerly Used Defense Site (FUDS). The FUDS is Section 33 of Township X, Range Y. There have been instances of day-trippers finding unexploded 50 caliber machine-gun rounds. It is known that on three separate instances local residents from around the perimeter of the area reported seeing objects sticking out of the ground that "look like bombs." The local sheriff's department has confirmed the existence of two, 2-pound practice bombs, and four, sand-filled, 100-pound-practice rounds, and about ten, 50 caliber machine gun rounds. These were collected and held by the sheriff's department for a period of five years. These were exploded by the local bomb squad without confirmation, or determination, of the nature of the rounds having been live, inert, or duds. Most of the machine gun rounds were found in a rocky area in the south part of the FUDS.

There are drums exposed along a reach (37.1 meters) of what appears to be a dry wash. The dry wash starts just outside of the north boundary of the FUDS in the southwest corner of the southeast quadrant of Section 28. The wash trends and flows south. The drums are near a treed area in this north- to south-trending dry wash. The dry wash is about .85 kilometers in length and appears to have started near the north end of the FUDS property. There is no obvious naturally-occurring watershed that would have caused the wash. In one reach of the wash, which is on the FUDS and where water ponds due to a spring or seep, a noticeable odor is present and an oily sheen appears on ponded water in the spring months of the year, but the odor does not seem to be present the rest of the year. However, the smell is vaguely noticeable on cooler, overcast days during the summer and fall.

Another hydrologic feature is a seasonal drainage that crosses the FUDS in the southern half of the property. In this area is a low-lying swale, about 80 hectares, and this area will be the 'pool' area for a proposed lake. This seasonal drainage enters the FUDS near the middle of the east property line and exits the FUDS property near the southwest corner. There are always pools of standing water during the summer months, even when there is no apparent stream flow. At the western end of the swale, a rock outcrop strikes northwest with an easterly dip of three

degrees. The seasonal drainage seems to bisect the rock outcrop (water gap) and this is the area where the proposed reservoir dam would be located. The water ponds in the channel on either side of the water gap during periods of low or no flow. The rock outcrop tends to disappear at the southeast corner of Section 33.

The FUDS is within 12 kilometers of one of Colorado's largest, most populated areas. The expansion pressure (development) on the area as a bedroom community is excessive. The land on which the FUDS is situated has been, and still is, used for close-in recreation. The area has some old signs posted; however, those signs have rusted or have been shot up to the extent legibility is a problem.

One of the local municipalities is planning and zoning for a multi-purpose reservoir-- boating, fishing, flood control, municipal water supply, etc.-- and the city and county commissioners have visited the FUDS site. It appears the intent is to push for construction to start within the next 2 years. The preferred reservoir site is in the swale area within the FUDS property. It is easily identified due to the large circular area that can be seen all of the time. It is a curious land mark in that it looks like a cross hairs of a rifle scope, except it is 15 meters across. The present landowner, a farmer, has decided that the wet, low-yielding crop area, where the cross hairs are, is a good tax write-off. The farmer will deed the site to the municipality after the next tax season. He doesn't want to give up the steam drainage, with its good fishing holes, but that is life. Besides, the scrap metal he has been uncovering over the years has cost him a mint in plow and harrow repair.

Immediately north of the FUDS in Section 28, and bounding with the FUDS property on the east property line, is a known landfill that has been proposed for the NPL. The landfill site is north northeast of the FUDS and east of the dry wash that starts in this Section. The landfill is topographically upgradient of the FUDS. The landfill site is known to have had wastes from a munitions manufacturing plant disposed of in it.

The munitions operation is known to have started in the late 1930's and continued until the plant closed in 1969. When the plant closed, many of the buildings, and other structures, that were also used to "fit" weapons carriers for the munitions manufactured, underwent demolition and were landfilled. During the public interviews, there was mention of rocket-launched, weapons-delivery testing. One person interviewed stated he worked on these early versions of what are now called mobile rocket launchers. There is not a well defined area for the landfill containing the demolition debris, but an area about two-building lots in size, in the northwest of this property (which has a total of 80 hectares), has what appears to be a mounded or "heaped up" area of soils.

The proposed NPL site has had a removal action. The removal occurred in the late 80's, actually September 1989. As part of the removal, a fence was installed around the landfill, and a clay cap was placed over the landfill area. Bottled water was supplied to the residents of the area, but it is not known if that is still the situation.

In Section 28 there are 9 homes hydrologically down-gradient of the landfill. Two of these homes are immediately north of the FUDS property line. The homes have always been on individual septic tank and domestic

wells. It appears septic tank drainfield failure has been, and still is a problem. Initially the homes were used for the munitions-factory management personnel until closure of the operation. The area of the homes has always been called Boom Boom Heights.

TASK

1. The ROC contractor is to prepare a conceptual model as the basis for showing the EPA RPM the actions that are expected to be taken by the Corps of Engineers.
2. The ROC contractor will support the EPA RPM in review of documents. The documents will be submitted to the EPA by the Corps for this situation.
3. The ROC contractor is to develop a Work-Plan presentation anticipating what issues the Corps of Engineers must address for the FUDS.
4. The Work-Plan presentation is to address the environmental concerns, and administrative concerns the Corps will face based on the conceptual model developed from site conditions for this situation.
5. The presentation is to address ownership, access, and other administrative concerns when preparing the Work Plan.

(b)(2) Scenario #2 -- Remedial Design/Remedial Action (75 points)
Study (RD/RA)

The offeror's key technical personnel identified in the cost proposal, shall deliver an oral response to the scenario described below, not to exceed 30 minutes to demonstrate the offeror's understanding of the work and ability to perform the contract.

ROC Contract Scenario #2**SITUATION RD/RA Oversight**

The US Army, with oversight from EPA and the State of Alaska has completed a Remedial Investigation/Feasibility Study (RI/FS) and signed a Record of Decision for an NPL listed site. The site is located in the Aurora Borough. The Record of Decision provides for active "hot spot" treatment of soil, sediment and groundwater contamination, with natural attenuation of other contaminants that exceed state standards. At the time of Post closure, it is anticipated this parcel will be conveyed to the Borealis Tribe.

Groundwater contaminants include solvents and pesticides at concentrations above state and federal MCLs and petroleum contaminants (both BTEX and DRO) in soil and groundwater that exceed state standards. The commingled groundwater plumes encompass approximately 30 acres of the 40 acre site, and extend offsite on the northwest corner of the site. Soil contaminants include discreet areas of solvent contamination in soils. Solvents include toluene, benzene, PCE, TCE, t-DCE, and trichlorobenzene. No pesticide source has been identified. Pesticides detected in surface

water sediments include hexachlorobenzene and arsenic. Gross alpha particle activity has been detected in the groundwater at concentrations exceeding 10 pCi/l. Based on the results of the investigation, and the Human Health and Ecological Risk Assessments, active treatment with natural attenuation of some contaminants was selected in the ROD.

The site has been characterized as having a shallow, unconfined sole source aquifer that supplies drinking water to military personnel and civilians from local wells. The aquifer is approximately 50ft in thickness and consists of poorly sorted sands and silts. The hydraulic gradient is relatively flat at 1cm/km. Regional groundwater flow is in a west northwest direction. The public water supply wells are located 1/4 mile hydrologically downgradient of the contaminated area. A small creek, named Fish Creek, flows through the 40 acre site and supports a run of anadromous fish, which are used for subsistence by local residents and an Indian tribe. The Borealis Tribe maintains a traditional fish camp directly downstream from the site. The stream meanders through the site prior to discharging at the northwest corner of the installation boundary. Soil types vary and overlay glacial alluvial deposits. Discontinuous permafrost is mapped within the site. Where permafrost is present, it generally occurs to bedrock.

Remedial Action Objectives (RAOs) and Applicable and Appropriate Requirements (ARARs) are provided in the ROD, as well as an estimated time to achieve the RAOs. The ROD identifies the selected remedy for the site as soil vapor extraction/air sparging for VOA's and excavation and off-site disposal for sediments. The ROD was costed based on the premise of hot spot treatment. The ROD does allow for additional SVE/AS systems as contingency remedies if RAO's cannot be achieved, but does not define when contingency implementation would be necessary. A phased approach was envisioned for addressing groundwater contamination, but no specific timeframes or schedules were provided in the ROD. The ROD does state that offsite migration is to be controlled.

Two pilot scale treatability studies have been operating on site for one and two years, respectively. These systems consist of off the shelf technology with some modifications for northern climate operation. Treatability Study One (TS 1,) installed 2 years ago, is located approximately 20 yards south of the stream bank and treatability study 2 (TS 2) , operated for one year, is located approximately 50 yards northwest from the southern boundary of the site. Costs in the ROD were relatively preliminary estimates, but actual costs cannot exceed those estimated in the ROD by more than 30%.

Results from the treatability studies that supported the ROD have been mixed. A significant amount of performance data has been received since ROD signature. The two systems are similar in design but installation and development of the systems was done by two separate contractors. One system, TS 1, has had significant problems with maintaining air flow at or near design levels. However TS 2, when operating, is performing at the removal efficiency projected in design calculations. The pilot scale systems were designed to be expanded and incorporated into the full scale treatment systems for the site. Some frost heaving of the air sparging wells has occurred due to seasonal effects. The systems were designed for year round operation, and the estimated time frames for achieving RAOs were

based on these assumptions. However, the systems have both had frequent shutdowns during the winter due to cold weather operating limitations.

Generally speaking, there is a good working relationship between the three agencies involved in the site cleanup. Partnering is emphasized by two of the three involved agencies.

There has been some difficulty in defining "hot spot" for installation/expansion of the full scale treatment systems. Additionally, ongoing post ROD sampling appears to indicate a movement of contaminant plumes and, subsequently, the areas of highest concentrations. The state has also raised concerns about the adequacy of the proposed systems for controlling offsite migration, especially into Fish Creek, where concentrations could pose a risk to aquatic receptors.

Recently, the Corps of Engineers was overseeing construction of a new utilidor hydraulically upgradient from the site. During trenching activities, a drum was uncovered which was labeled as a pesticide. Ground penetrating radar was subsequently used and 27 additional drums were identified and excavated. These drums were removed and overpacked, being in various stages of decay. Several other partially full drums with a pesticide label were removed, as well as a drum with a radioactive waste symbol. No radiation sampling had been done on the site to date because review of historical records had not indicated the presence of this contaminant on the post.

TASKS

1. The ROC contractor will support the RPM through review of the Treatability Study documents, post ROD monitoring data and preliminary designs on the full scale treatment systems.
2. The ROC contractor will support the EPA RPM in conducting field oversight inspections of the pilot-scale systems and the sampling/analytical methods for data collection
3. The ROC contractor is to develop an evaluation presentation identifying key engineering and other considerations for design and construction of full scale treatment systems.
4. The design evaluation presentation should include a decision making process for addressing potential design data gaps, considerations for system siting, construction and operation, and recommendations on the scalability of the treatability system to full-scale operations.
5. The design evaluation presentation should provide an assessment of the newly discovered drum site, the contaminants found therein, and the relationship to the ongoing remedial action, anticipating considerations that need to be addressed to resolve design concerns and issues.
6. The design evaluation presentation should address compliance with applicable regulations, EPA RD/RA guidance, post ROD schedules, remedial action objectives, and costing considerations.

GENERAL INSTRUCTIONS FOR WRITTEN PROPOSAL

(c) Past Performance factor

(c)(1) Prime contracts performed by the prime (50 points)

For each prime contract performed by the prime addressed in the Offeror's oral presentation (ref. a.1 above), the Offeror must submit a Project Profile in accordance with the following described format. Each Project Profile must not exceed 300 words including the Project Profile words listed below. EPA will not review or evaluate any words beyond the 300 word limit.

**(c)(2) Site specific projects performed by the prime and/or (50 points)
team subcontractor(s)**

For each site specific project performed by the prime and/or team subcontractor(s), if any, addressed in the Offeror's oral presentation (ref. a.2 above), the Offeror must submit a Project Profile in accordance with the following format. Each Project Profile must not exceed 300 words.

PROJECT PROFILE

| | |
|--------------------------|-----------------------------|
| tracking number: | project/contract title: |
| project/contract number: | relevant to which SOW task: |
| start & completion date: | labor hours incurred: |
| contract type: | cost: |

did firm perform as prime or team subcontractor:

| | |
|------------------|----------------------------------|
| Reference Name: | Telephone, fax & E-Mail numbers: |
| Reference Title: | Current Employer: |

The project profile must list in chronological order the current phone numbers of ALL program and contractual personnel of the client and any prime or team subcontractors involved in the project that have a knowledge of the firm's performance of the project cited.

For each project presented in the oral presentation the offeror must send the Client Authorization letter (found in Attachment 8) to the client for which the work was performed. A copy of each letter must be attached to the project profile.

(c)(3) Subcontract use of Small/Disadvantaged Businesses (10 points)

For each project summary included in (c)(1) above, Past performance, the offeror must include the extent to which SDB goals were met.

POINT SUMMARY

| | |
|---|-------------------|
| (a)(1) Prime contracts performed by the prime | 50 points |
| (a)(2)(i) RCRA Compliance Support | 15 points |
| (a)(2)(ii) CERCLA Assessment Support | 25 points |
| (a)(2)(iii) Remedial Activities Support | 100 points |
| (b)(1) Scenario #1 --PA/SI | 75 points |
| (b)(2) Scenario #2 --RD/RA OVERSIGHT | 75 points |
| (c)(1) Prime contracts performed by the prime | 50 points |
| (c)(2) Site specific projects performed by the prime and/or team subcontractor(s) | 50 points |
| (c)(3) Use of SDB subcontracts | 10 points |
| Total | 450 points |

COST PROPOSAL INSTRUCTIONS ARE IN ATTACHMENT # 4

L.14 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: 25% of LOE to be performed by the 8(a) Mentor Protégé Firm.

(b) 8(a) Program: Not Applicable

L.15 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

L.16 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the

Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.17 TRAVEL COST FOR STATUS MEETING

The offeror shall propose costs for travel to monthly status meetings, held in U.S. EPA Region VIII or X offices or Washington, D.C., of one day duration for two people, if they are not located in the vicinity of the Regional office.

L.18 CONFLICT OF INTEREST PLAN

The offeror shall submit with the business/cost proposal a Conflict of Interest Plan describing the system that will be employed to identify actual or potential conflict of interest situations that may arise as a result of the work under this contract. The offeror will describe the steps that will be taken to avoid or mitigate an actual or potential conflict of interest. The offeror must address both organization and site specific conflicts of interest for past and future work. (See Attachment 6, "EPA Minimum Standards for EPA Contractors' Conflict of Interest Plans", for further guidance). Exchanges of information with offerors about the acceptability of their plan shall not constitute discussions under FAR 52.215-1(a), but instead will be part of the responsibility determination.

L.19 QUALITY MANAGEMENT PLAN

Each offeror shall submit a Quality Management Plan (QMP) that clearly and concisely demonstrates the offeror's or team's ability to address and ensure the quality control and quality assurance of the environmental data collection activities for all elements of the Statement of Work. The QMP shall be prepared in accordance with the following:

EPA QA/R-2, EPA Requirements for Quality Management Plans, External Review Draft Final, October 1998.

L.20 QUALITY ASSURANCE (QA) PROJECT PLAN (EPAAR 1552.246-71) (APR 1984)

The offeror, as a separate and identifiable part of its technical proposal, shall submit a Quality Assurance (QA) project plan which shall describe specific procedures and responsibilities needed to accomplish the QA specifications in the Statement of Work. The project plan shall consist of the following form and content:

- (a) Title page, with provision for approval signatures.
- (b) Table of contents.
- (c) Project description.
- (d) Project organization(s) and responsibilities.

- (e) Quality Assurance objectives for measurement data, in terms of precision, accuracy, completeness, representativeness and comparability.
- (f) Sampling procedures.
- (g) Sample custody.
- (h) Calibration procedures, references, and frequency.
- (i) Analytical procedures.
- (j) Data reduction, validation, and reporting.
- (k) Internal quality control checks and frequency.
- (l) Quality Assurance performance audits, system audits, and frequency.
- (m) Quality Assurance reports to management.
- (n) Preventive maintenance procedures and schedules.
- (o) Specific procedures to be used in routinely assessing data precision and accuracy, representativeness, comparability, and completeness of the specific measurement parameters involved.
- (p) Correction action.

L.21 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (MAR 1999)

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal submission and late bid/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bid/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office

designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility located at EPA Headquarters, 401 M Street, S.W., Washington, D.C., and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building, 1300 Pennsylvania Ave, N.W., Washington, D.C. Because this is a secure area, EPA bidders/offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 1/2 street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mailroom in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, **NO** overnight delivery service packages are delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically

received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Bid/Proposal Submission Labels

EPA has developed labels for use on packages containing bids, proposals, amendments, modifications, withdrawals, or revisions. Use of these labels will facilitate the routing of bids and proposals to the Bid & Proposal Room. The label may be found on EPA's Office of Acquisition Management homepage at www.epa.gov/oam under Special Interest. The labels may be reproduced. Offerors/bidders choosing not to use the EPA labels must ensure that the following information is clearly indicated on the outside wrapper of all packages containing bids/proposals.

For US MAIL:

Environmental Protection Agency
BID and PROPOSAL ROOM, Mail Code 3802R
401 M Street, S.W.
Washington, D.C. 20460

Specified Date and Time for Receipt of Bids/Proposals: Date Time
Solicitation Number: _____
Offeror's Name and Address: _____

For Other Than US MAIL

U.S. Environmental Protection Agency
BID and PROPOSAL ROOM, Mail Code 3802R
Ronald Reagan Building, 6th Floor
1300 Pennsylvania, Ave
Washington, D.C. 20004

Specified Date and Time for Receipt of Bids/Proposals: Date Time
Solicitation Number: _____
Offeror's Name and Address: _____

L.22 ADDITIONAL INSTRUCTIONS FOR DISCLOSURE

If an offeror submits a disclosure statement in accordance with the COI notification provisions found in Clause L.7 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984), the offeror's disclosure statement shall include the following information.

(a) Because of the extremely sensitive nature of oversight support services under the statement of work, EPA considers an offeror (the prime contractor) to have significant potential for COI if that offeror currently holds a prime contract or subcontract to provide CERCLA site assessment, removal, or remedial work or any related services or RCRA corrective action

services at a Federal facility anywhere in the U.S. for any Federal agency or department other than EPA.

The offeror must identify any contractual relationships it has to provide any such CERCLA or RCRA services at a Federal facility for any Federal agency or department other than EPA, and either propose how the existing COI situation will be avoided or mitigated prior to contract award or demonstrate why the relationship does not pose a COI.

The offeror must also identify any contractual relationships its team subcontractor(s), if any, currently has to provide any such CERCLA or RCRA services at a Federal facility for any Federal agency or department other than EPA, and either propose how the existing COI situation will be avoided or mitigated prior to contract award or demonstrate why the relationship does not pose a COI.

(b) If the contractor is aware of or has reason to believe that there exists an actual or potential organizational conflict of interest created by the contractor's related organizations, (including parent company, sister companies, affiliates, or subsidiaries), it must identify and address them in their disclosure statement. The disclosure statement shall include:

- all current and proposed contracts the offeror (the prime contractor), including any first, second, or third-tier parent companies or subsidiaries or other companies in which the contractor has a significant financial interest, has with any Federal agency or department other than EPA.
- All current and proposed contracts the offeror's team subcontractor(s), if any, including any first, second, or third-tier parent companies or subsidiaries or other companies in which the subcontractor has a significant financial interest, has with any Federal agency or department other than EPA.

(c) The offeror's attention is directed to clause H.4 LIMITATION OF FUTURE CONTRACTING REGIONAL OVERSIGHT CONTRACT (ROC). The offeror's team subcontractor(s) must identify in the proposal the Federal agencies and/or departments, if any, for which it will be available to perform ROC services due to current or potential future contractual obligations to provide CERCLA site assessment, removal, or remedial work or any related services or RCRA corrective action services.

This information will be used by the Contracting Officer to determine the eligibility of offeror to receive an award under this procurement action. If it is determined that the potential for a significant conflict of interest exists, the offeror will be given an opportunity to provide additional information and propose measures to avoid, mitigate, or neutralize those potential conflicts. If the additional information or proposed measures to avoid, mitigate, or neutralize the potential conflict of interest is determined to be insufficient, an offeror may be found ineligible for contract award.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED
PROCUREMENTS (EPAAR 1552.215-70) (SEP 1996)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.2 METHOD OF AWARD (ADP A270-011) (SEP 1988)

Award will be made to the responsive responsible offeror whose proposal is most advantageous to the Government, price and other factors considered. Proposals shall be evaluated based upon the technical factors and subfactors described in section M, and for price reasonableness. Prior to being evaluated in terms of the technical factors and subfactors, proposals must meet the requirements set forth in the RFP, and be compliant with the terms and conditions of this solicitation. Offerors proposed costs will be considered independently of the technical criteria and will not of themselves be accorded any specific numerical rating. If there are no significant technical differences among offerors, cost alone will be the determining factor for source selection.

**M.3 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS
CONCERNS (FAR 52.219-23 ALT.I)**

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) Offers will be evaluated by adding a factor of 10% [percentage to be inserted by the contracting officer] percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and

(v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

M.4 EVALUATION FACTORS FOR AWARD

(a) The Government will award the contract to the responsible offeror whose offer conforms to the solicitation, has a reasonable cost/price and best demonstrates an understanding of the work and ability to perform the contract. For this solicitation, demonstrated understanding of the work and ability to perform the contract (as demonstrated by project/contract quality, scenario responses, past performance and cost or price information) is significantly more important than cost or price. As proposals become more equal in their demonstrated understanding of the work and ability to perform the contract, the evaluated cost or price becomes more important.

Evaluation Criteria:

The technical proposal instructions in RFP Clause L.13, "Instructions for Preparation of Proposals" are hereby incorporated into the evaluation criteria.

(a) Project/Contract Quality**(a)(1) Prime contracts performed by the prime (50 points)**

The offeror's demonstrated ability to provide the data deliverables specified in Sections F & G of the solicitation, and to perform and/or oversee RCRA Compliance, CERCLA Assessment and Remedial Activities Support, will be evaluated based upon the oral presentation of the offeror's prime contracts of similar size, scope and complexity for either commercial or Government clients that were performed within the past five (5) years by the offeror.

(a)(2) Site specific projects performed by the offeror and/or team subcontractor(s).

The offeror's demonstrated ability to perform the following specific ROC statement of work (SOW) tasks will be evaluated based upon the oral presentation of site specific projects of similar size, scope and complexity for either commercial or Government clients which were performed by the offeror and/or team subcontractor(s), if any, within the past five (5) years.

(a)(2)(i) RCRA Compliance Support (15 points)**(a)(2)(ii) CERCLA Assessment Support (25 points)****(a)(3)(iii) Remedial Activities Support (100 points)****(b) Other Special Quality Factor - Response to Scenarios**

The offeror's oral response to the scenario/sample task will be evaluated to determine its understanding of the work and ability to perform the contract.

(b)(1) SCENARIO #1 -- PA/SI(FUDS UXO) (75 points)

(b)(2) SCENARIO #2 -- RD/RA Oversight**(75 points)****(c) Past Performance****(100 points)**

The past performance evaluation will be based on past performance information obtained from any reference or performance evaluation report associated with the firm's on-going or completed projects/contracts. Past performance will be evaluated according to the EPAAR Scoring Plan, on a scale of 0 to 5 (EPAAR 1515.608). In the case of an offeror without a record of relevant past performance, or for whom past performance is not available, the offeror will be evaluated neither favorably or unfavorably and receive a rating of .60.

The contracting officer will consider the following criteria when evaluating past performance:

- (1) Client corroboration of the facts and claims presented in the firm's project summary
- (2) Was the client satisfied with the quality of deliverables and work performed?
- (3) Were deliverables delivered and work performed in accordance with the times specified in the reports of work and work assignments?
- (4) Were the costs incurred during contract performance in line with the costs proposed in the contract cost proposal and individual work assignment work plans?
- (5) Was client satisfied with the firm's responsiveness in resolving issues or problems that occurred during performance?
- (6) Did the client conduct business in an ethical and professional manner?
- (7) Would client hire the firm to perform this or a similar project in the future?
- (8) Did the contractor meet subcontracting goals under similar contracts?

LOCAR SCALE

Based on past performance information obtained from any reference or performance evaluation report associated with the firm's on-going or completed projects/contracts, the contracting officer will develop a level of confidence assessment rating (LOCAR) for each firm for the criteria (a)(1) Prime contracts performed by the offeror and (a)(2) Site specific projects performed by the offeror and/or team subcontractor(s). This ranking will reflect the Government's degree of confidence that the firm will keep the promises made in its proposal.

Excellent - LOCAR of 1.0 - A significant majority of the sources of information are consistently firm in stating that the offeror's performance, quality of service, timeliness of performance, and cost control, was superior and that they would unhesitatingly do business with the offeror again.

Good - LOCAR of .80 Most sources of information state that the offeror's performance, quality of service, timeliness of performance, and cost control, was good, with some superior features and that they would willingly do business with the offeror again.

None - LOCAR RATING OF .60 - Most sources of information state that the offeror's performance, quality of service, timeliness of performance, and cost control, was adequate, or no record exists, or the sources of information are roughly divided over the quality of the offeror's performance.

Marginal - LOCAR of .40 - Many source of information make unfavorable responses about the offerors performance, quality of service, timeliness of performance, and cost control, and either express serious doubt about doing business with the offeror again or state that they would refuse to do so.

Poor- LOCAR of .20 - A significant majority of sources of information are consistently firm in stating that the offeror's performance, quality of service, timeliness of performance, and cost control, was entirely unsatisfactory and that they would not do business with the offeror again under any circumstance.

The following example demonstrates how the past performance score will be calculated.

| <u>LOCAR</u> | <u>Max Points</u> | <u>X</u> | <u>Rating</u> | <u>= SCORE</u> |
|--|-------------------|---------------------------|---------------|----------------|
| Prime contracts performed by the offeror | 50 | X | .80 | = 40 |
| Site specific projects performed by the prime and/or team subcontractor(s) | 50 | X | .60 | = 30 |
| | _____ | | | _____ |
| MAXIMUM PAST PERFORMANCE SCORE 100 | | PAST PERFORMANCE SCORE 70 | | |

(c) (3) Small Disadvantaged Business participation (10 Points)

Offerors will be evaluated based on the extent of their commitment to use small disadvantaged business concerns in the performance of the work under the contract in the authorized SIC major groups.

M.5 EVALUATION OF ROC COI PLAN

The Conflict of Interest Plan as described in L.18 will be evaluated as either acceptable or unacceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that is ultimately unacceptable after the completion of negotiations will not be eligible for a contract award.

M.6 EVALUATION OF PROPOSALS FOR AVOIDING OR MITIGATING AN EXISTING SIGNIFICANT POTENTIAL FOR CONFLICT OF INTEREST

Notwithstanding the evaluation of an offeror with respect to the

technical evaluation criteria or the evaluation of an offeror's cost, or the evaluation of an offeror's COI Plan, an offeror that submits a proposal that fails to avoid or mitigate an existing conflict of interest will not be eligible for a contract award.

M.7 EVALUATION OF QUALITY MANAGEMENT AND QUALITY ASSURANCE PROJECT PLANS

The plans described in the section L provision, entitled, "Quality Management Plan" and "Quality Assurance Project Plan", are responsibility factors, and will be evaluated as acceptable or unacceptable. Notwithstanding any other evaluation factors, of the offeror's proposal, an offeror that submits a plan that is ultimately determined unacceptable will not be eligible for a contract award. Exchanges of information with offerors about the acceptability of their Quality Assurance Plan, shall not constitute discussions under FAR 52.215-1(a).

ATTACHMENT 1

ROC STATEMENT OF WORK

SEE WWW.EPA.GOV/OAMSRPOD/FARRELL/ROC2

ATTACHMENT 2

ROC REPORTS OF WORK

SEE WWW.EPA.GOV/OAMSRPOD/FARRELL/ROC2

ROC REGION 8 & 10

PR-HQ-99-16978

ATTACHMENT 3

ROC COST PROPOSAL INSTRUCTIONS

ATTACHMENT 3**REGIONAL OVERSIGHT CONTRACT(ROC) II****PR-HQ-16978****COST PROPOSAL INSTRUCTIONS**

The period of performance for this contract includes a five year base period with no optional quantities.

All information relating to cost or pricing must be included in this volume of the proposal; under no circumstances shall cost or pricing data be included elsewhere. In addition to a hard copy of the information, to expedite review of the proposal, offerors are requested to submit a computer disk containing the cost schedules requested below, if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Offerors should include the formulas and factors used in calculation of the financial data on the disk as well as the basic financial information. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.

The Government anticipates making award on initial offers, without discussions. Therefore, the cost proposal should be prepared in sufficient detail to permit thorough and complete evaluation by the Government without additional correspondence or communication. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government's understanding of information contained in the cost proposal, or the correction of minor omissions or errors that do not alter the offer. Consequently, failure to provide sufficient cost details, supporting documentation and the required schedules may result in the rejection of the offer if the Government awards on initial proposals.

If the Contracting Officer determines that an Offeror's initially proposed costs do not reflect what it would reasonably cost that Offeror to perform the requirements, then the Contracting Officer may make adjustments in accordance with FAR 15.404-1 (d)(2)(ii) to the proposed costs to determine cost realism.

I. GENERAL

The Offeror shall submit a signed Proposal Cover Sheet (Table A) and information other than cost and pricing data as set forth below. Summary data shall be placed on the Proposal Cover Sheet (Table A) and the information on the schedules shall support it.

Provide detailed information other than cost or price data on spreadsheets (cost schedules) as follows:

Please Note: Included with these instructions is Table A and Schedules 1, 2, 3 and 4, a cost proposal model that may be used; however, offerors should tailor the model to their own standard accounting practices.

1. A Total Maximum Quantity Contract Summary Proposal \$
2. Proposed MINIMUM Quantity Cost By Year:

REGION 8 (30,000LOE) REGION 10 (25,000LOE)

| | | |
|-------------------|----------|----------|
| Total Cost Year 1 | \$ _____ | \$ _____ |
| Total Cost Year 2 | \$ _____ | \$ _____ |
| Total Cost Year 3 | \$ _____ | \$ _____ |
| Total Cost Year 4 | \$ _____ | \$ _____ |
| Total Cost Year 5 | \$ _____ | \$ _____ |

2. Proposed MAXIMUM Quantity Cost By Year:

| | REGION 8 (56,000LOE) | REGION 10 (41,000LOE) |
|-------------------|----------------------|-----------------------|
| Total Cost Year 1 | \$ _____ | \$ _____ |
| Total Cost Year 2 | \$ _____ | \$ _____ |
| Total Cost Year 3 | \$ _____ | \$ _____ |
| Total Cost Year 4 | \$ _____ | \$ _____ |
| Total Cost Year 5 | \$ _____ | \$ _____ |

TOTAL

All costs, rates, factors, and calculations must be shown and supporting rationale and documentation included.

Accounting System Approval

The Government does not anticipate requesting accounting system reviews before contract award. Offerors may be ineligible to receive Work Assignments until their accounting system has been approved by the Defense Contract Audit Agency or other cognizant audit agency.

As the Government intends to make award without discussions, an Offeror must indicate, in its initial proposal, how it will accommodate the inclusion of a subcontractor who does not have an approved accounting system, without involvement of the Government.

Financial Information

Submit financial statements, including a balance sheet, a statement of profit and loss and cash flow, for the last three (3) completed fiscal years and current year-to-date. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

II. Direct Labor (LOE)

A. Provide the proposed hourly labor rates for the labor categories identified in Schedules 2 and 3. Clearly indicate any algorithm or calculations used to compute the proposed direct labor rates and show how the proposed rates compare to current employees' or category average rates. Provide the basis and rationale for the labor rates proposed; for example, company-wide bidding rates, current salary data for named individuals, survey data or anticipated new-hires, etc. Show how company categories are mapped to the RFP categories.

Provide the current labor rates from payroll records and, also those labor rates escalated to the cost proposal performance period (08/01/99 - 07/31/04).

Include LOE allocation for 8A Mentor protégé Firm.

The direct labor hour mix and personnel proposed as part of the cost proposal shall be the same as proposed in the technical proposal.

B. For the purpose of evaluation, offerors are required to propose the following LOE hours for each task as identified for the maximum and minimum potential quantities:

REGION 8 BASE/MINIMUM LOE ESTIMATE BY TASK

| Task | year 1 | year 2 | year 3 | year 4 | year 5 | Total |
|---|-----------|-----------|-----------|-----------|--------|-------|
| RCRA Compliance. (SOW SECT,.A) | 200 | 300 | 300 | 210 | 140 | 1150 |
| CERCLA Assessment Support (SOW- B) | 1100 | 1100 | 1100 | 1100 | 1100 | 5500 |
| RI/FS Oversight (SOW-C) | 1200 | 1200 | 1200 | 1200 | 1200 | 6000 |
| Removal Oversight(SO W-D) | 40 | 40 | 40 | 40 | 40 | 200 |
| RDRA Oversight (SOW-D) | 2800 | 2800 | 2800 | 2800 | 2800 | 14000 |
| Negotiation & Other Tech. (SOW E&F) | 420 | 420 | 420 | 420 | 420 | 2100 |
| UXO Support (SOW-H) | 150 | 200 | 250 | 250 | 200 | 1050 |
| TOTAL LOE | 5910 | 6060 | 6110 | 6020 | 5900 | 30000 |

REGION 8 MAXIMUM LOE ESTIMATE BY TASK

| Task | year 1 | year 2 | year 3 | year 4 | year 5 | Total |
|---|-----------|-----------|-----------|-----------|--------|-------|
| RCRA Compliance. (SOW SECT,.A) | 350 | 520 | 560 | 420 | 250 | 2100 |
| CERCLA Assessment Support (SOW- B) | 1810 | 1810 | 1,81 0 | 1,81 0 | 1,840 | 9080 |
| RI/FS Oversight (SOW-C) | 2150 | 2,15 0 | 2150 | 2150 | 2150 | 10750 |
| Removal Oversight(SO W-D) | 80 | 80 | 80 | 80 | 80 | 400 |
| RDRA Oversight (SOW-D) | 5500 | 5500 | 5500 | 5500 | 5500 | 27500 |
| Negotiation & Other Tech. (SOW E&F) | 840 | 840 | 840 | 840 | 840 | 4200 |
| UXO Support (SOW-H) | 290 | 360 | 500 | 430 | 390 | 1970 |
| TOTAL LOE | 1102 0 | 1126 0 | 1144 0 | 1123 0 | 11050 | 56000 |

Option quantities for Region 10 will be in increments of 1,000 LOE with 26 option quantities. Offerors should include a schedule of proposed costs for the option quantities. Option quantities should be priced as follows: 13 option quantities of 1000 LOE at year 3 rates, and 13 option quantities at year 4 rates. For each option increment of 1,000 LOE travel should be priced at \$2,000 and ODCs at \$3,000. The maximum LOE estimate is the base/minimum plus the 26 option quantities.

REGION 10 MINIMUM LOE ESTIMATE BY TASK LEVEL

| Task | year 1 | year 2 | year 3 | year 4 | year 5 | Total |
|---|--------|--------|--------|--------|--------|-------|
| RCRA Compliance. (SOW -A) | 300 | 300 | 300 | 300 | 100 | 1300 |
| CERCLA Assessment Support (SOW-B) | 1,200 | 1,200 | 1,200 | 1,000 | 1,000 | 5600 |
| RI/FS Oversight (SOW-C) | 1,000 | 1,000 | 500 | 250 | 250 | 3000 |
| Removal Oversight (SOW-D) | 100 | 500 | 500 | 400 | 400 | 1900 |
| RD/RA Oversight (SOW-D) | 2000 | 2,000 | 1,400 | 1,000 | 1,000 | 7400 |
| Negotiation & Other Tech. Support (E&F) | 100 | 100 | 100 | 100 | 100 | 500 |
| UXO Support (SOW-H) | 1,200 | 1,100 | 1,000 | 1,000 | 1,000 | 5300 |
| TOTAL LOE | 5901 | 6202 | 5003 | 4054 | 3855 | 25000 |

REGION 10 MAXIMUM LOE ESTIMATE BY TASK LEVEL

| Task | year 1 | year 2 | year 3 | year 4 | year 5 | Total |
|---|-----------|-----------|-----------|-----------|-----------|-------|
| RCRA Compliance. (SOW -A) | 500 | 500 | 500 | 500 | 250 | 2,250 |
| CERCLA Assessment Support (SOW- B) | 2,00 0 | 2,0 00 | 2,0 00 | 1,800 | 1,700 | 9,500 |
| RI/FS Oversight (SOW-C) | 1,50 0 | 1,5 00 | 750 | 500 | 500 | 4,750 |
| Removal Oversight (SOW-D) | 200 | 750 | 750 | 650 | 650 | 3000 |
| RD/RA Oversight (SOW-D) | 3,04 0 | 2,8 60 | 2,3 50 | 1,850 | 1,700 | 11800 |
| Negotiation & Other Tech. Support (E&F) | 200 | 200 | 200 | 200 | 200 | 1000 |
| UXO Support (SOW-H) | 2,20 0 | 1,7 00 | 1,7 00 | 1,600 | 1,500 | 8700 |
| TOTAL LOE | 9640 | 951 0 | 825 0 | 7100 | 6500 | 41000 |

Option quantities for Region 10 will be in increments of 1,000 LOE with 16 option quantities. Offerors should include a schedule showing proposed costs for the option quantities. Option quantities should be priced as follows:

8 option quantities of 1000 LOE at year 3 rates, and 8 option quantities at year 4 rates. For each option increment of 1,000 LOE travel should be priced at \$5,000 and ODCs at \$2,000. The maximum LOE estimate is the base/minimum plus the 16 LOE options .

(i) The above values represent the Government's estimate of Level Of Effort Hours for the contract minimum and maximum quantities. The offeror shall develop and propose a labor mix distribution to satisfy the task identified in the Statement of Work. Hours should be apportioned between the prime and its subcontractors in a manner consistent with the Offeror's technical proposal.

III. Administrative Labor

Administrative and support labor hours and costs should be proposed consistent with established accounting practices. Indicate what types of administrative and support labor the Offeror considers direct labor and

estimated hours for each labor category. Provide an explanation for hours and show calculations. Administrative and support hours will be in addition to the LOE hours.

IV. Escalation

Indicate whether current rates or escalated rates are used. If escalation is included, state the actual, historical for the past three (3) years and method of calculation. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date). The offeror shall include the date of the payroll from which hourly rates were obtained.

V. Bid and Proposal Costs

Bid and proposal costs should be proposed consistent with established accounting practices.

VI. Program Management Costs

Program management costs should be proposed consistent with established accounting practices.

VII. Indirect Rates

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases.

Include all rates which the Offeror maintains in its accounting records which may be used during performance of this contract.

Identify indirect rates which a Government audit agency has approved for forward pricing, and provide a copy of Rate Agreements. If not approved, state the basis of the proposed rate (e.g., previous year's actuals, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop the proposed indirect rates which are utilized to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) or other cognizant Government audit office, in your overhead rate proposal for establishing final indirect rates.

Cost ceilings may be required under this contract for the prime or one or more subcontractors. Offerors should review the situations described in FAR 42.707 (b)(1) to determine whether or not ceilings should be utilized and, when appropriate, propose ceilings.

Note: The Government reserves the right to adjust an offeror's or its subcontractor's estimated indirect costs for evaluation purposes based on the Agency's judgement of the most probable costs up to the amount of any stated ceiling.

The offeror shall furnish the name and address of the Government agency and the name of the reviewing official if their rates have been recently

accepted by a Government agency.

VIII. Other Direct Costs (ODC) and Travel

A. For evaluation purposes, offerors are required to propose the following other direct costs for the **minimum/base quantity** of the base period and of the option period increments.

| REGION 10 | ODCs* | TRAVEL* | REGION 8 | ODCs | TRAVEL |
|-----------------|-----------|-----------|----------|-----------|----------|
| Contract Year 1 | \$20,000 | \$30,000 | Year 1 | \$30,000 | \$25,000 |
| Contract Year 2 | \$20,000 | \$30,000 | Year 2 | \$30,000 | \$25,000 |
| Contract Year 3 | \$20,000 | \$30,000 | Year 3 | \$30,000 | \$25,000 |
| Contract Year 4 | \$20,000 | \$30,000 | Year 4 | \$30,000 | \$25,000 |
| Contract Year 5 | \$20,000 | \$30,000 | Year 5 | \$30,000 | \$25,000 |
| TOTAL | \$100,000 | \$150,000 | TOTAL | \$150,000 | |
| \$125,000 | | | | | |

*The ODCs and Travel specified above are intended for use in task orders associated with the tasks contained in the Statement of Work. **Offerors should identify and estimate amounts for any additional ODC's which are anticipated to support the proposed effort.** For Region 10 each option increment of 1,000 LOE, travel should be priced at \$5,000 and ODCs at \$2,000. For Region 8 each option increment of 1,000 LOE, travel should be priced at \$2,000 and ODCs at \$3,000

C. Identify the major other direct cost items (i.e. travel, office costs, equipment/computer cost, relocation, employee recruitment cost, health & safety cost, etc.) that would be a direct charge under your accounting system on any resulting contract. Offerors are reminded that there are no government furnished property under any resultant contract. **If you do not maintain an office in the Denver metropolitan area (Region 8) or the Seattle metropolitan area (Region 10) include the additional travel costs necessary to attend meetings.**

D. If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.

IX. Divisions, Subsidiaries, Parent or Affiliated Companies

If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish materials under the proposed contract, please provide the name and location of such affiliates and your intercompany pricing policy. Separately identify costs and supporting data for each such entity proposed.

X. Consultants Services

Identify the contemplated consultants. State the amount of service estimated to be required and the consultant's quoted daily or hourly rate.

XI. Subcontracts

The Offeror shall submit, with this proposal, details of subcontract costs and financial data in the same format as the Prime contractor's cost and financial data for subcontracts that are the lower of either--

1. More than \$500,000; or
2. More than 10% of the prime contractor's proposed price.

The Offeror shall conduct appropriate cost or price analysis to establish the reasonableness of the proposed subcontract prices. The results of these analyses should be included in the cost proposal.

Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why the contract type (i.e. fixed price, time & materials, labor hour, cost-reimbursement, etc.) is anticipated must be included.

The Government reserves the right to request additional cost and price data to be submitted by the prime contractor at lower dollar thresholds than that stated above.

TABLE A

| | | | | | | | |
|---|----------------------|--------------------|----------|--|----------------------|----------------------|----------|
| PROPOSAL COVER SHEET | | | | 1. SOLICITATION/CONTRACT/MODIFICATION NUMBER | | | |
| 2a. NAME OF OFFEROR | | | | 3A. NAME OF OFFEROR'S POINT OF CONTACT | | | |
| 2c. STREET ADDRESS | | | | 3b. TITLE OF OFFEROR'S POINT OF CONTACT | | | |
| | | | | 3c. TELEPHONE | | 3c. FACSMILIE | |
| 2d. CITY | 2e. STATE | 2f. ZIP CODE | | AREA CODE | NUMB ER | AR EA CO DE | NUMBER |
| 4. TYPE OF CONTRACT OR SUBCONTRACT (<i>Check</i>) FFP CPFF CPIF CPAF FPI OTHER (<i>Specify</i>) | | | | 5. PRIME OFFEROR SUBCONTRACTOR _____ _____ OFFEROR'S NAME PRIME | | | |
| ESTIMATED COST, FEE AND PROFIT INFORMATION | | | | | | | |
| ESTIMATED COST | | | | | | | |
| FIXED FEE | | | | | | | |
| TOTAL PRICE | | | | | | | |
| 7. PROVIDE THE FOLLOWING | | | | | | | |
| NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY | | | | NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY | | | |
| STREET ADDRESS | | | | STREET ADDRESS | | | |
| CITY | | STATE | ZIP CODE | CITY | | ST AT E | ZIP CODE |
| TELE PHON E | ARE A COD E | NUMBER | | TELE PHON E | ARE A COD E | NUMBER | |
| FACS MIL E | ARE A COD E | NUMBER | | FACS MIL E | ARE A COD E | NUMBER | |

| | | |
|------------------------------|---------------------------|---|
| NAME OF CONTACT | | NAME OF CONTACT |
| PROP | Reviewed by cognizant | APPROXIMATE DATE |
| ERTY | contract administrative | OF LAST AUDIT |
| SYST | agency and | |
| EM | determined acceptable | |
| | Reviewed by cognizant | PURPOSE OF |
| | contract administrative | AUDIT |
| | agency and | |
| | determined not acceptable | (e.g. proposal |
| | Never reviewed | review, establishment of billing rates, |
| | | finalize indirect |
| | | rates, etc.) |
| PROP | Reviewed by cognizant | ACCOU Audited and determined |
| ERTY | contract administrative | NTING acceptable |
| SYST | agency and | SYSTE Audited and determined |
| EM | determined acceptable | M unacceptable |
| | Reviewed by cognizant | Never audited |
| | contract administrative | |
| | agency and | |
| | determined not acceptable | |
| | Never reviewed | OFFEROR'S FISCAL YEAR |
| 8a. NAME OF OFFEROR (TYPED) | | 9. NAME OF FIRM |
| 8b. TITLE OF OFFEROR (TYPED) | | |
| 10. SIGNATURE | | 11. DATE OF SUBMISSION |

PLEASE NOTE: THIS COST PROPOSAL MODEL/SCHEDULE SHOULD BE TAILORED TO YOUR Standard ACCOUNTING PRACTICES

SCHEDULE 1
COST PROPOSAL MODEL

CONTRACT SUMMARY -CONTRACT YEAR 1 THROUGH CONTRACT YEAR 5-REGION 8
MAXIMUM LOE 56,000
COST ELEMENT

| | | TOTAL | TOTAL |
|----|---------------------------------|-------|-------|
| A. | DIRECT LABOR: | | |
| | HOURS COST | | |

KEY PERSONNEL:
KEY PROGRAM MANAGER
KEY DEPUTY PROGRAM MANAGER
KEY TECHNICAL

NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)

- 1.TOTAL PROFESSIONAL LOE
- 2.TOTAL CLERICAL/SUPPORT HOURS (if applicable)

TOTAL - DIRECT LABOR

B. FRINGE :(if applicable)
 _____% (identify base)

C. LABOR OVERHEAD: (if applicable)
 _____% (identify base)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

D. OTHER DIRECT COSTS:
ODC - RFP SPECIFIED
TRAVEL - RFP SPECIFIED
 OTHER ODC - IF APPLICABLE

E. TEAM SUBCONTRACTORS/SUBCONTRACTORS
 CONSULTANTS

- 1.
- 2.
- 3.

TOTAL - SUBCONTRACTORS/CONSULTANTS

F. SUBTOTAL - ESTIMATED COST WITHOUT G&A

G. G&A EXPENSE: (if applicable)
 _____% (identify base)

H. TOTAL ESTIMATED COSTS

I. FIXED FEE: _____% (identify base)

J. TOTAL ESTIMATED COST AND FIXED FEE

**PLEASE NOTE: THIS COST PROPOSAL MODEL/SCHEDULE SHOULD BE TAILORED TO
YOUR Standard ACCOUNTING PRACTICES**

SCHEDULE 1

COST PROPOSAL MODEL

CONTRACT SUMMARY -CONTRACT YEAR 1 THROUGH CONTRACT YEAR 5-REGION 10
MAXIMUM LOE 41,000

COST ELEMENT

| | TOTAL | TOTAL |
|------------------|-------|-------|
| A. DIRECT LABOR: | | HOURS |
| COST | | |

KEY PERSONNEL:
KEY PROGRAM MANAGER
KEY DEPUTY PROGRAM MANAGER
KEY TECHNICAL

NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)

- 1.TOTAL PROFESSIONAL LOE
- 2.TOTAL CLERICAL/SUPPORT HOURS (if applicable)

TOTAL - DIRECT LABOR

B. FRINGE :(if applicable)
_____ % (identify base)

C. LABOR OVERHEAD: (if applicable)
_____ % (identify base)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

D. OTHER DIRECT COSTS:
ODC - RFP SPECIFIED
TRAVEL - RFP SPECIFIED
OTHER ODC - IF APPLICABLE

E. TEAM SUBCONTRACTORS/SUBCONTRACTORS
CONSULTANTS

- 1.
- 2.
- 3.

TOTAL - SUBCONTRACTORS/CONSULTANTS

F. SUBTOTAL - ESTIMATED COST WITHOUT G&A

G. G&A EXPENSE: (if applicable)
_____ % (identify base)

- H. TOTAL ESTIMATED COSTS
- I. FIXED FEE: _____% (identify base)
- J. TOTAL ESTIMATED COST AND FIXED FEE

****PLEASE NOTE: THIS COST PROPOSAL MODEL/SCHEDULE SHOULD BE TAILORED TO YOUR Standard ACCOUNTING PRACTICES****

SCHEDULE 2.1

BASE PERIOD - CONTRACT YEAR 1 REGION 10

COST ELEMENT

YEAR 1 5901 LOE/HRS

| | | | |
|----|---------------|-------|------|
| A. | DIRECT LABOR: | HOURS | COST |
|----|---------------|-------|------|

A. DIRECT LABOR:

KEY PERSONNEL:
 KEY PROGRAM MANAGER
 KEY DEPUTY PROGRAM MANAGER
 KEY TECHNICAL

NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)

TOTAL - DIRECT LABOR

B. FRINGE :(if applicable)
 _____% (identify base)

C. LABOR OVERHEAD: (if applicable)
 _____% (identify base)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

D. OTHER DIRECT COSTS:
 ODC - RFP SPECIFIED
 TRAVEL - RFP SPECIFIED
 OTHER ODC - IF APPLICABLE

E. TEAM SUBCONTRACTORS/SUBCONTRACTORS/
 CONSULTANTS

- 1.
- 2.
- 3.

TOTAL - SUBCONTRACTORS/CONSULTANTS

F. SUBTOTAL - ESTIMATED COST WITHOUT G&A

G. G&A EXPENSE: (if applicable)
_____ % (identify base)

H. TOTAL ESTIMATED COSTS

I. FIXED FEE: _____ % (identify base)

J. TOTAL ESTIMATED COST AND FIXED FEE

SCHEDULE 2.1

BASE PERIOD - CONTRACT YEAR 1 REGION 8

COST ELEMENT

YEAR 1 5910 LOE/HRS

A. DIRECT LABOR: HOURS COST

A. DIRECT LABOR:

KEY PERSONNEL:
KEY PROGRAM MANAGER
KEY DEPUTY PROGRAM MANAGER
KEY TECHNICAL

NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)

TOTAL - DIRECT LABOR

B. FRINGE :(if applicable)
_____% (identify base)

C. LABOR OVERHEAD: (if applicable)
_____% (identify base)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

D. OTHER DIRECT COSTS:
ODC - RFP SPECIFIED
TRAVEL - RFP SPECIFIED
OTHER ODC - IF APPLICABLE

E. TEAM SUBCONTRACTORS/SUBCONTRACTORS/
CONSULTANTS

1.
2.
3.

TOTAL - SUBCONTRACTORS/CONSULTANTS

F. SUBTOTAL - ESTIMATED COST WITHOUT G&A

G. G&A EXPENSE: (if applicable)
_____% (identify base)

H. TOTAL ESTIMATED COSTS

I. FIXED FEE: ____% (identify base)

J. TOTAL ESTIMATED COST AND FIXED FEE

SCHEDULE 2.2
COST PROPOSAL MODEL

BASE PERIOD - CONTRACT YEAR 2 -REGION 10

COST ELEMENT

YEAR 2 6202 LOE/HRS

| | | | |
|----|---------------|-------|------|
| A. | DIRECT LABOR: | HOURS | COST |
|----|---------------|-------|------|

A. DIRECT LABOR:

KEY PERSONNEL:
KEY PROGRAM MANAGER
KEY DEPUTY PROGRAM MANAGER
KEY TECHNICAL
KEY REPORTS FUNCTION PERSONNEL

NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)

TOTAL - DIRECT LABOR

| | |
|----|---|
| B. | FRINGE :(if applicable) _____ % (identify base) |
|----|---|

| | |
|----|--|
| C. | LABOR OVERHEAD: (if applicable) _____ % (identify base) |
|----|--|

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

| | |
|----|---|
| D. | OTHER DIRECT COSTS: ODC - RFP SPECIFIED TRAVEL - RFP SPECIFIED OTHER ODC - IF APPLICABLE |
|----|---|

| | |
|----|--|
| E. | TEAM SUBCONTRACTORS/SUBCONTRACTORS/ CONSULTANTS 1. 2. 3. |
|----|--|

TOTAL - SUBCONTRACTORS/CONSULTANTS

| | |
|----|---------------------------------------|
| F. | SUBTOTAL - ESTIMATED COST WITHOUT G&A |
|----|---------------------------------------|

| | |
|----|---|
| G. | G&A EXPENSE: (if applicable) _____ % (identify base) |
|----|---|

| | |
|----|-----------------------|
| H. | TOTAL ESTIMATED COSTS |
|----|-----------------------|

| | |
|----|------------------------------------|
| I. | FIXED FEE: _____ % (identify base) |
|----|------------------------------------|

J. TOTAL ESTIMATED COST AND FIXED FEE

**PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO YOUR Standard
ACCOUNTING PRACTICES**

SCHEDULE 2.2
COST PROPOSAL MODEL

BASE PERIOD - CONTRACT YEAR 2 -REGION 8

COST ELEMENT

YEAR 2 6060 LOE/HRS

| | | | |
|----|---------------|-------|------|
| A. | DIRECT LABOR: | HOURS | COST |
|----|---------------|-------|------|

A. DIRECT LABOR:

KEY PERSONNEL:
KEY PROGRAM MANAGER
KEY DEPUTY PROGRAM MANAGER
KEY TECHNICAL
KEY REPORTS FUNCTION PERSONNEL

NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)

TOTAL - DIRECT LABOR

| | |
|----|---|
| B. | FRINGE :(if applicable) _____ % (identify base) |
|----|---|

| | |
|----|--|
| C. | LABOR OVERHEAD: (if applicable) _____ % (identify base) |
|----|--|

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

| | |
|----|---|
| D. | OTHER DIRECT COSTS: ODC - RFP SPECIFIED TRAVEL - RFP SPECIFIED OTHER ODC - IF APPLICABLE |
|----|---|

| | |
|----|--|
| E. | TEAM SUBCONTRACTORS/SUBCONTRACTORS/ CONSULTANTS |
| | 1. |
| | 2. |
| | 3. |

TOTAL - SUBCONTRACTORS/CONSULTANTS

| | |
|----|---------------------------------------|
| F. | SUBTOTAL - ESTIMATED COST WITHOUT G&A |
|----|---------------------------------------|

| | |
|----|---|
| G. | G&A EXPENSE: (if applicable) _____ % (identify base) |
|----|---|

| | |
|----|-----------------------|
| H. | TOTAL ESTIMATED COSTS |
|----|-----------------------|

| | |
|----|------------------------------------|
| I. | FIXED FEE: _____ % (identify base) |
|----|------------------------------------|

| | |
|----|------------------------------------|
| J. | TOTAL ESTIMATED COST AND FIXED FEE |
|----|------------------------------------|

PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO YOUR Standard ACCOUNTING PRACTICES

SCHEDULE 2.3
COST PROPOSAL MODEL

BASE PERIOD - CONTRACT YEAR 3 -REGION 10

COST ELEMENT

YEAR 3 5003 LOE/HRS

| | | | |
|----|---------------|-------|------|
| A. | DIRECT LABOR: | HOURS | COST |
|----|---------------|-------|------|

A. DIRECT LABOR:

KEY PERSONNEL:
KEY PROGRAM MANAGER
KEY DEPUTY PROGRAM MANAGER
KEY TECHNICAL

NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)

TOTAL - DIRECT LABOR

| | |
|----|---|
| B. | FRINGE :(if applicable) _____ % (identify base) |
|----|---|

| | |
|----|--|
| C. | LABOR OVERHEAD: (if applicable) _____ % (identify base) |
|----|--|

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

| | |
|----|---|
| D. | OTHER DIRECT COSTS: ODC - RFP SPECIFIED TRAVEL - RFP SPECIFIED OTHER ODC - IF APPLICABLE |
|----|---|

| | |
|----|--|
| E. | TEAM SUBCONTRACTORS/SUBCONTRACTORS/ CONSULTANTS |
| | 1. |
| | 2. |
| | 3. |

TOTAL - SUBCONTRACTORS/CONSULTANTS

| | |
|----|---------------------------------------|
| F. | SUBTOTAL - ESTIMATED COST WITHOUT G&A |
|----|---------------------------------------|

| | |
|----|---|
| G. | G&A EXPENSE: (if applicable) _____ % (identify base) |
|----|---|

| | |
|----|-----------------------|
| H. | TOTAL ESTIMATED COSTS |
|----|-----------------------|

| | |
|----|------------------------------------|
| I. | FIXED FEE: _____ % (identify base) |
|----|------------------------------------|

| | |
|----|------------------------------------|
| J. | TOTAL ESTIMATED COST AND FIXED FEE |
|----|------------------------------------|

SCHEDULE 2.3
COST PROPOSAL MODEL

BASE PERIOD - CONTRACT YEAR 3 -REGION 8

COST ELEMENT

YEAR 3: 6,110 LOE/HRS

A. DIRECT LABOR: HOURS COST

A. DIRECT LABOR:

KEY PERSONNEL:
KEY PROGRAM MANAGER
KEY DEPUTY PROGRAM MANAGER
KEY TECHNICAL

NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)

TOTAL - DIRECT LABOR

B. FRINGE :(if applicable)
_____ % (identify base)

C. LABOR OVERHEAD: (if applicable)
_____ % (identify base)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

D. OTHER DIRECT COSTS:
ODC - RFP SPECIFIED
TRAVEL - RFP SPECIFIED
OTHER ODC - IF APPLICABLE

E. TEAM SUBCONTRACTORS/SUBCONTRACTORS/
CONSULTANTS
1.
2.
3.

TOTAL - SUBCONTRACTORS/CONSULTANTS

F. SUBTOTAL - ESTIMATED COST WITHOUT G&A

G. G&A EXPENSE: (if applicable)
_____ % (identify base)

H. TOTAL ESTIMATED COSTS

I. FIXED FEE: _____ % (identify base)
J. TOTAL ESTIMATED COST AND FIXED FEE

SCHEDULE 2.4
COST PROPOSAL MODEL

BASE PERIOD - CONTRACT YEAR 4 -REGION 10

COST ELEMENT

YEAR 4 4,054 LOE/HRS

A. DIRECT LABOR: HOURS COST

A. DIRECT LABOR:

KEY PERSONNEL:
KEY PROGRAM MANAGER
KEY DEPUTY PROGRAM MANAGER
KEY TECHNICAL

NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)

TOTAL - DIRECT LABOR

B. FRINGE :(if applicable)
_____ % (identify base)

C. LABOR OVERHEAD: (if applicable)
_____ % (identify base)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

D. OTHER DIRECT COSTS:

ODC - RFP SPECIFIED
TRAVEL - RFP SPECIFIED
OTHER ODC - IF APPLICABLE

E. TEAM SUBCONTRACTORS/SUBCONTRACTORS/
CONSULTANTS

1.
2.
3.

TOTAL - SUBCONTRACTORS/CONSULTANTS

F. SUBTOTAL - ESTIMATED COST WITHOUT G&A

G. G&A EXPENSE: (if applicable)
_____ % (identify base)

H. TOTAL ESTIMATED COSTS

I. FIXED FEE: _____ % (identify base)

J. TOTAL ESTIMATED COST AND FIXED FEE

SCHEDULE 2.4
COST PROPOSAL MODEL

BASE PERIOD - CONTRACT YEAR 4 -REGION 8

COST ELEMENT

YEAR 4: 5,900 LOE/HRS

| | | | |
|----|---------------|-------|------|
| A. | DIRECT LABOR: | HOURS | COST |
|----|---------------|-------|------|

A. DIRECT LABOR:

KEY PERSONNEL:
KEY PROGRAM MANAGER
KEY DEPUTY PROGRAM MANAGER
KEY TECHNICAL

NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)

TOTAL - DIRECT LABOR

| | |
|----|---|
| B. | FRINGE :(if applicable) _____ % (identify base) |
|----|---|

| | |
|----|--|
| C. | LABOR OVERHEAD: (if applicable) _____ % (identify base) |
|----|--|

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

| | |
|----|---------------------|
| D. | OTHER DIRECT COSTS: |
|----|---------------------|

ODC - RFP SPECIFIED
TRAVEL - RFP SPECIFIED
OTHER ODC - IF APPLIABLE

| | |
|----|--|
| E. | TEAM SUBCONTRACTORS/SUBCONTRACTORS/ CONSULTANTS |
|----|--|

1.
2.
3.

TOTAL - SUBCONTRACTORS/CONSULTANTS

| | |
|----|---------------------------------------|
| F. | SUBTOTAL - ESTIMATED COST WITHOUT G&A |
|----|---------------------------------------|

| | |
|----|---|
| G. | G&A EXPENSE: (if applicable) _____ % (identify base) |
|----|---|

| | |
|----|-----------------------|
| H. | TOTAL ESTIMATED COSTS |
|----|-----------------------|

| | |
|----|------------------------------------|
| I. | FIXED FEE: _____ % (identify base) |
|----|------------------------------------|

| | |
|----|------------------------------------|
| J. | TOTAL ESTIMATED COST AND FIXED FEE |
|----|------------------------------------|

SCHEDULE 2.5
COST PROPOSAL MODEL

BASE PERIOD - CONTRACT YEAR 5 -REGION 10

COST ELEMENT

YEAR 5 3,855 LOE/HRS

A. DIRECT LABOR: HOURS COST

A. DIRECT LABOR:

KEY PERSONNEL:
KEY PROGRAM MANAGER
KEY DEPUTY PROGRAM MANAGER
KEY TECHNICAL

NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)

TOTAL - DIRECT LABOR

B. FRINGE :(if applicable)
_____ % (identify base)

C. LABOR OVERHEAD: (if applicable)
_____ % (identify base)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

D. OTHER DIRECT COSTS:
ODC - RFP SPECIFIED
TRAVEL - RFP SPECIFIED
OTHER ODC - IF APPLICABLE

E. TEAM SUBCONTRACTORS/SUBCONTRACTORS/
CONSULTANTS

1.
2.
3.

TOTAL - SUBCONTRACTORS/CONSULTANTS

F. SUBTOTAL - ESTIMATED COST WITHOUT G&A

G. G&A EXPENSE: (if applicable)
_____ % (identify base)

H. TOTAL ESTIMATED COSTS

- I. FIXED FEE: _____% (identify base)
- J. TOTAL ESTIMATED COST AND FIXED FEE

*PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO YOUR Standard Accounting Practices

SCHEDULE 2.5
COST PROPOSAL MODEL

BASE PERIOD - CONTRACT YEAR 5 -REGION 8

COST ELEMENT

YEAR 5: 5,900 LOE/HRS

| | | | |
|----|---------------|-------|------|
| A. | DIRECT LABOR: | HOURS | COST |
|----|---------------|-------|------|

A. DIRECT LABOR:

KEY PERSONNEL:
KEY PROGRAM MANAGER
KEY DEPUTY PROGRAM MANAGER
KEY TECHNICAL

NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)

TOTAL - DIRECT LABOR

B. FRINGE :(if applicable)
_____ % (identify base)

C. LABOR OVERHEAD: (if applicable)
_____ % (identify base)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

D. OTHER DIRECT COSTS:
ODC - RFP SPECIFIED
TRAVEL - RFP SPECIFIED
OTHER ODC - IF APPLICABLE

E. TEAM SUBCONTRACTORS/SUBCONTRACTORS/
CONSULTANTS

1.
2.
3.

TOTAL - SUBCONTRACTORS/CONSULTANTS

F. SUBTOTAL - ESTIMATED COST WITHOUT G&A

G. G&A EXPENSE: (if applicable)
_____ % (identify base)

H. TOTAL ESTIMATED COSTS

I. FIXED FEE: _____ % (identify base)

J. TOTAL ESTIMATED COST AND FIXED FEE

SCHEDULE 2.6
COST PROPOSAL MODEL

BASE PERIOD -OPTION INCREMENTS -REGION 8

COST ELEMENT FOR 1,000 LOE/HR INCREMENTS @year 3 rates
(include a similar schedule with year 4 rates)

| A. | DIRECT LABOR: | HOURS | COST |
|----|--|-------|------|
| | A. DIRECT LABOR: | | |
| | KEY PERSONNEL: | | |
| | KEY PROGRAM MANAGER | | |
| | KEY DEPUTY PROGRAM MANAGER | | |
| | KEY TECHNICAL | | |
| | NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR) | | |
| | TOTAL - DIRECT LABOR | | |
| B. | FRINGE :(if applicable) _____ % (identify base) | | |
| C. | LABOR OVERHEAD: (if applicable) _____ % (identify base) | | |
| | TOTAL - DIRECT LABOR, FRINGE & OVERHEAD | | |
| D. | OTHER DIRECT COSTS: | | |
| | ODC - RFP SPECIFIED | | |
| | TRAVEL - RFP SPECIFIED | | |
| | OTHER ODC - IF APPLICABLE | | |
| E. | TEAM SUBCONTRACTORS/SUBCONTRACTORS/ CONSULTANTS | | |
| | 1. | | |
| | 2. | | |
| | 3. | | |
| | TOTAL - SUBCONTRACTORS/CONSULTANTS | | |
| F. | SUBTOTAL - ESTIMATED COST WITHOUT G&A | | |
| G. | G&A EXPENSE: (if applicable) _____ % (identify base) | | |
| H. | TOTAL ESTIMATED COSTS | | |
| I. | FIXED FEE: _____ % (identify base) | | |
| J. | TOTAL ESTIMATED COST AND FIXED FEE | | |

SCHEDULE 2.6
COST PROPOSAL MODEL

BASE PERIOD -OPTION INCREMENTS -REGION 10

COST ELEMENT FOR 1,000 LOE/HR INCREMENTS @ year 3 rates
(include a similar schedule with year 4 rates)

| | | | |
|----|---------------|-------|------|
| A. | DIRECT LABOR: | HOURS | COST |
|----|---------------|-------|------|

A. DIRECT LABOR:

KEY PERSONNEL:
KEY PROGRAM MANAGER
KEY DEPUTY PROGRAM MANAGER
KEY TECHNICAL

NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)

TOTAL - DIRECT LABOR

| | |
|----|---|
| B. | FRINGE :(if applicable) _____ % (identify base) |
|----|---|

| | |
|----|--|
| C. | LABOR OVERHEAD: (if applicable) _____ % (identify base) |
|----|--|

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

| | |
|----|---|
| D. | OTHER DIRECT COSTS: ODC - RFP SPECIFIED TRAVEL - RFP SPECIFIED OTHER ODC - IF APPLICABLE |
|----|---|

| | |
|----|--|
| E. | TEAM SUBCONTRACTORS/SUBCONTRACTORS/ CONSULTANTS |
| | 1. |
| | 2. |
| | 3. |

TOTAL - SUBCONTRACTORS/CONSULTANTS

| | |
|----|---------------------------------------|
| F. | SUBTOTAL - ESTIMATED COST WITHOUT G&A |
|----|---------------------------------------|

| | |
|----|---|
| G. | G&A EXPENSE: (if applicable) _____ % (identify base) |
|----|---|

| | |
|----|-----------------------|
| H. | TOTAL ESTIMATED COSTS |
|----|-----------------------|

| | |
|----|------------------------------------|
| I. | FIXED FEE: _____ % (identify base) |
|----|------------------------------------|

| | |
|----|------------------------------------|
| J. | TOTAL ESTIMATED COST AND FIXED FEE |
|----|------------------------------------|

BASE PERIOD - 5 years total REGION 10: 25,000 LOE
COST ELEMENT

BASE PERIOD - 5 years total REGION 8: 30,000 LOE
COST ELEMENT

SCHEDULE 4 FOR INFORMATION PURPOSES
CROSS WALK
LOE AND LOE COST BY TASK
BASE/MINIMUM LOE

| TASK CATEGORY | REGION 8 | | REGION 10 | |
|---------------------|------------|--------------|------------|-------------|
| | <u>LOE</u> | <u>COSTS</u> | <u>LOE</u> | <u>COST</u> |
| RCRA COMPL. | | | | |
| CERCLA ASSESMENT | | | | |
| RI/FS Oversight | | | | |
| REMOVAL OVERSIGHT | | | | |
| RD/RA OVERSIGHT | | | | |
| NEGOTIATION & OTHER | | | | |
| UXO | | | | |

| TASK CATEGORY | YEAR 1 | | YEAR 2 | | YEAR 3 | | YEAR 4 | | YEAR 5 | |
|---------------------|------------|--------------|------------|--------------|------------|--------------|------------|--------------|------------|--------------|
| | <u>LOE</u> | <u>COSTS</u> | <u>LOE</u> | <u>COSTS</u> | <u>LOE</u> | <u>COSTS</u> | <u>LOE</u> | <u>COSTS</u> | <u>LOE</u> | <u>COSTS</u> |
| RCRA COMPL. | | | | | | | | | | |
| CERCLA ASSESMENT | | | | | | | | | | |
| RI/FS Oversight | | | | | | | | | | |
| REMOVAL OVERSIGHT | | | | | | | | | | |
| RD/RA OVERSIGHT | | | | | | | | | | |
| NEGOTIATION & OTHER | | | | | | | | | | |
| UXO | | | | | | | | | | |
| TOTAL | | | | | | | | | | |

ATTACHMENT 4

ROC SITE SPECIFIC INVOICING INSTRUCTIONS

ATTACHMENT 5

ROC INVOICE PREPARATION INSTRUCTIONS

**INVOICE PREPARATION INSTRUCTIONS
SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS
SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the

period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed

hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate

supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.

- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 6

ROC MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS

ROC REGION 8 & 10

PR-HQ-99-16978

ATTACHMENT 7

ROC PAST PERFORMANCE QUESTIONNAIRE

Past Performance Questionnaire

General Instructions:

The Past Performance Questionnaire consists of two parts: a) the Offeror's Past Performance Project Summary; and, b) The Government's Evaluation worksheet.

PART A - Offerors' Past Performance Project Summary(ies):

The Offeror shall only complete Part A - The Past Performance Project Summary. The offeror shall not fill out Parts B or C. The Past Performance Project summaries will be submitted to the contracting officer not later than the close of this announcement. The offeror must assign a sequential tracking number for each of its Project/Contract.

Part B - Evaluation:

The Contracting Officer or his/her designee will complete Part B of The Past Performance Project Summary.

| | | | | | |
|---|--|------------------------------------|---|-------------------|--|
| PAST PERFORMANCE PROJECT SUMMARY | | | | PAGE ____ OF ____ | |
| PART A - Project Tracking Number: | | | | | |
| OFFERORS PROJECT SUMMARY SOW TASK: | | | | | |
| Contract Title or Project Name: | | Period of Performance | | Contract Value | |
| | | | | Contract # & Type | |
| Name of Contracting Activity or Client: | | Contracting Officer: | | Phone No: | |
| | | Program Manager: | | Phone No: | |
| Firm that Performed | | Role Performed: | | | |
| Name of Project Leader | | Project Leader's Current Phone No: | | | |
| Prime or Team Subcontractors that performed this project: | | | | | |
| | | | | | |
| Brief Description of contract, subcontract or project: | | | | | |
| | | | | | |
| PART B | | | | | |
| Name of Evaluator: | | | Date of Evaluation: | | |
| Was project summary relevant ? Yes () No () | | | Was Project summary completed within the past 5 years Yes () No () | | |
| STRENGTHS: | | | | | |
| | | | | | |
| WEAKNESSES: | | | | | |
| | | | | | |
| INTERROGATORIES: | | | | | |
| | | | | | |
| Evaluation Score: _____ = RAW SCORE: _____ | | | | | |
| | | | | = _____ | |
| | | | | | |

| PAST PERFORMANCE QUESTIONNAIRE | | |
|--|--------------------|--------------------------|
| PART C | | Project Tracking Number: |
| 1. Name of Reference | 2. Date contacted: | 3. Phone No: |
| 4. Facts claimed project summary corroborated by reference:. Name of Reference: | | RATING: = |
| 5. Was client satisfied with the quality of deliverables and work performed? | | RATING: = |
| 6. Were the deliverables and work performed in accordance in accordance with the times specified in the reports of work and work assignments? | | RATING: = |
| 7. Were the costs incurred during contract performance in line with the costs proposed in the contract cost proposal and individual work assignment plans? | | RATING: = |
| 8. Was the client satisfied with the firm's responsiveness in resolving issues or problems that occurred during performance? | | RATING: = |
| 9. Did client conduct business in an ethical and professional manner? | | |
| 10. Were the required response times met in the performance of emergency and quick turnaround work? | | RATING: = |
| 11. Did client deliver the quality proposed within the price proposed? | | RATING: = |
| 12. Would client hire the firm to perform this or a similar project in the future? | | RATING: = |
| TOTAL SCORE | | |
| Name of Evaluator: | | |

ROC REGION 8 & 10

PR-HQ-99-16978

ATTACHMENT 8

ROC CLIENT LETTER

[ADDRESS]

Dear *Client*:

We are currently responding to the Environmental Protection Agency (EPA) RFP Number PR-HQ-99-16978 For the procurement of Federal Facility Regional Oversight Services (ROC). The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to

[offeror's point of contact]

Sincerely,

Attachment (9)

INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE-SPECIFIC COSTS

Program and Cost Accounting Branch
Financial Management Division
Office of the Comptroller

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INSTRUCTIONS FOR THE ANNUAL ALLOCATION
OF NON-SITE-SPECIFIC COSTS

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SECTION I

INTRODUCTION

OVERVIEW

CERCLA, as amended by SARA, authorizes EPA to recover all response costs associated with cleaning up hazardous waste sites. A large portion of EPA's response costs consists of payments to response action contractors. In order for these costs to be adequately supported in cost recovery litigation against the potentially responsible party, a defensible, logical and supportable accounting methodology must be in place that can assign costs to specific sites.

The site-specific portion of the contract costs are accounted for by EPA on a site-specific basis. However, contractors' non-site-specific costs are accounted for in a general account and must be allocated to the sites in order to be recovered. This guidance provides a logical and equitable methodology for the distribution of these non-site-specific costs to specific sites. This effort is called Annual Allocation. Completion of Annual Allocation reports by the response action contractors will result in the inclusion of all appropriate costs in the cost recovery effort.

This document has been prepared by the Program and Cost Accounting Branch (PCAB) of the Financial Management Division. It provides instructions to contractors on how to perform the annual allocation. EPA recognizes that each contract may feature unique situations which may not necessarily be addressed in these instructions. In such cases, the contractor should contact PCAB (Tina Van Pelt, 202-564-4984) for guidance.

DEFINITIONS OF TERMS

Capital Equipment - equipment with a unit cost of \$5,000.00 or more and with a useful life greater than 1 year.

Direct Site Costs - costs which are attributable to a specific site.

End of Contract costs - costs incurred to shut down a contract - usually occur at the end of the contract. End of contract costs may include such items as equipment removal costs and maintenance.

Program management - contract specific costs and fees incurred for the management of the specific EPA contract as a whole.

Non-site activities - costs incurred for activities not charged to specific sites. Examples include training of state personnel, calibrating EPA-owned equipment, and participating in general meetings and/or conferences. Non-site activities are broken down into two broad categories: program-wide and site-support. (See definitions below.)

Pre-SSID costs - costs incurred in connection with particular locations at which a Site/Spill Identifier (SSID) has not been assigned. Also known as Sites without SSIDs or 'ZZ' costs.

Program-wide non-site activities - costs incurred for activities which support the overall Superfund program. The costs are global in nature and purpose and are **not** eligible for distribution to sites. Examples of program-wide activities include training given by the contractor for EPA employees, training to first responders, training of state personnel, and attendance at conferences held to discuss general Superfund issues.

Site-support non-site activities - costs incurred for those activities other than program management and fees which relate to, support, and/or benefit the sites worked on by the contractor in the aggregate, but which cannot be accounted for readily on a site-specific basis. Examples include training for contractor employees working on sites, equipment maintenance, calibrating EPA-owned equipment, tracking and inventory, and a conference or meeting held to discuss issues related to sites the contractor worked on.

SSID - Site/Spill Site Identifier - specific two character alpha-numeric designation for each site within a region. The SSID number is the last two digits in the EPA accounting system's 10 digit account number used to track all costs incurred on the site.

Start-up Costs - cost of efforts and activities incurred early in the contract term whose benefits extend for the entire contract period. Examples may include recruitment and relocation of staff, preparation of the contract work plan, establishment of a quality assurance program and certain equipment purchases.

"00" costs - synonymous with "non-site-specific" costs. These are costs which are attributable to more than one site or the program. Examples include program management and fees, equipment, start-up costs, end-of-contract costs and all non-site activities. The "00" represents the last two digits in the EPA 10 digit account number.

GENERAL REQUIREMENTS

The Annual Allocation process results in the contractor allocating all program management costs; fixed, base and award fees; and some non-site activity costs to sites and activities the contractor worked on during the fiscal year. The contractor submits an allocation report, along with supporting attachments, to the Program and Cost Accounting Branch (PCAB) of the Financial Management Division (FMD). The amount included in the annual allocation report is the sum of the invoices paid for work performed during the Federal fiscal year, i.e., October 1 - September 30.

The Contractor shall provide EPA within 120 days after the end of the fiscal year the total amount of all invoices paid for the annual allocation period, separating Superfund and non-Superfund costs which will be reconciled by EPA and a letter confirming the total amount paid will be sent to the contractor. The contractor should provide two copies of the draft report within 60 days after the letter confirming the invoice amounts are provided to the contractor. The contractor may elect to combine all costs for FY 1986-FY 1991 on one allocation report. Otherwise, each fiscal year's costs should be allocated separately.

When the contract performance period ends at other than the end of the FY, the contractor shall provide the invoice listing 120 days after submission of the last invoice following contract expiration.

Draft and Final Reports

The contractor should first submit the draft reports to PCAB. PCAB has created a lotus spreadsheet for use by the contractor for the preparation of this report. PCAB will review the drafts, notify the contractor in writing of any necessary corrections and request submission of a final report. Two copies of the final report are due to PCAB 30 days after receipt of written notice from EPA. The contractor shall provide, as part of the final report, a signed statement certifying that the final report data accurately reflects the costs distributed to each site and is supported by the contractor's accounting records. Additionally, the contractor shall submit a Summary of Allocation report on a 5 ¼ inch or a 3 ½ inch DOS computer disk in a Lotus 1-2-3 or ASCII format.

The annual allocation report submission includes the following:

Required Reports:

- Listing of all invoices paid during the Federal fiscal year (with invoice numbers

- and amounts) broken out between Superfund and non-Superfund appropriations
- Summary of Allocation
- Master Allocation Schedule (Attachment A)
- Statement of Allocation Methodology
- Certification of Contractor's report - (final report only)

Required, if applicable:

- Schedule of Start-up Costs (Attachment B)
- Schedule of Capital Equipment Depreciation (Attachment C)
- Schedule of Non-Site Activities (Attachment D)

Allocation Methodology

Annual Allocation is a multi-step process that distributes the costs of program management, regional management, base and award fees and other non-site specific expenses to sites and program-wide activities on a pro-rata basis. The distribution of costs is based upon benefits received or support provided by the activities.

The preferred allocation method is the distribution of non-site costs based on a percentage of total costs. However, the contractor may request an alternative method, subject to approval by the Financial Management Division.

In preparing each year's annual allocation report, the contractor should determine whether any amounts invoices and paid by EPA during the year relate to prior fiscal years, e.g., indirect cost adjustments. If the amount of such payments are material, the contractor should prepare a separate allocation schedule for those amounts.

SECTION II

ANNUAL ALLOCATION OF NON-SITE COSTS

ANNUAL ALLOCATION PROCESS

This section describes EPA's preferred annual allocation method. The examples included are designed to incorporate most situations. Certain contracts may not have all types of costs, or activities listed. If so, enter "N/A" on the schedule and proceed to the next step.

The allocation package submitted by the contractor should provide the information shown on the Summary of Allocation Schedule along with the information in Attachments A, B, C, and D. Attachment A is the master schedule and summarizes information from the other attachments. In a sense, Attachment A is similar to Internal Revenue Service Form 1040, and the other attachments equate to Schedules A, B, etc.

The information provided on the Summary of Allocation should be triple spaced to allow for the addition of account codes by EPA. Sufficient supporting documentation enabling EPA to verify the accuracy of the allocation must be submitted as required by the contract clause. Attachments A, B, C, and D of the instruction package provide examples of adequate supporting documentation.

The instructions provided below follow a format which flows from Attachment A to each of the supporting attachments B, C, and D.

Step 1 - Reconciliation of Amount Paid

The first step in the annual allocation process is the determination of the amount paid for work performed during the government fiscal year. The contractor will provide the amounts paid for work performed during the fiscal year to EPA who will reconcile it to our system and send a letter confirming the total amount paid. The amount paid represents Superfund monies only. Non-Superfund monies are not considered in this allocation unless they are greater than 5% of the total amount paid. The contractor should provide paid amounts from their records separating Superfund from non-Superfund. For this step, assume the contractor provides a paid amount of \$270,000. An example of the reconciliation is shown below:

Contractor provided invoice listing:

| <u>Inv.#</u> | <u>Pd. of Performance</u> | <u>Total Paid Amount</u> | <u>Non- Superfund Paid Amount</u> | <u>Superfund Paid Amount</u> | <u>Date Paid</u> |
|--------------|---------------------------|----------------------------------|---|--------------------------------------|----------------------|
| 1 | 10/1/88-10/30/88 | \$5,000 | \$0 | \$5,000 | 12/15/89 |
| 2 | 11/1/88-11/31/88 | 11,000 | 1,000 | 10,000 | 1/15/89 |
| 3 | 12/1/88-12/31/88 | 18,000 | 0 | 18,000 | 2/15/89 |
| 4 | 1/1/89-1/31/89 | 21,000 | 1,000 | 20,000 | 3/15/89 |
| 5 | 2/1/89-2/28/89 | 26,000 | 2,000 | 24,000 | 4/15/89 |
| 6 | 3/1/89-3/31/89 | 22,000 | 0 | 22,000 | 5/15/89 |
| 7 | 4/1/88-4/30/88 | 15,000 | 1,000 | 14,000 | 6/15/89 |
| 8 | 5/1/88-5/31/88 | 24,000 | 3,000 | 21,000 | 7/15/89 |
| 9 | 6/1/89-6/30/89 | 22,000 | 2,000 | 20,000 | 8/15/89 |
| 10 | 7/1/89-7/31/89 | 22,000 | 0 | 22,000 | 9/15/89 |
| 11 | 8/1/89-8/31/89 | 35,000 | 1,000 | 34,000 | 10/15/89 |
| 12 | 9/1/89-9/30/89 | 31,000 | 1,000 | 30,000 | 10/15/89 |
| 15 | 10/1/88-9/30/89 | <u>31,000</u> | <u>1,000</u> | <u>30,000</u> | 11/15/89 |
| | | \$283,000 | \$13,000 | \$270,000 | |

There are three important pieces of information in the above example. The first important piece of information is the period of performance and date paid. It is the government fiscal year - October 1 through September 30. Note that the invoices provided represent work performed during the government fiscal year. When the phrase "*amount paid for work performed*" is used, the government fiscal year is the period of work performed. Invoices paid after the end of the fiscal year that pertain to the fiscal year such as indirect cost rate adjustments and previously suspended costs should be included in the listing for that year as shown by invoice #15.

The second important piece of information is the paid amount. The contractor amounts

show \$283,000 paid by EPA. The contractor may have billed more but EPA only needs to know the amounts actually paid because the annual allocation process uses the Superfund amount **paid** for work performed, not the amount **billed**. Third, note the breakout of Superfund from non-Superfund dollars since PCAB is recovering only Superfund monies through the Annual Allocation process of \$270,000 which is what is shown on the Attachment A as the total Superfund amount paid. The \$283,000 represents superfund and other appropriations that may receive a portion of the program management. Unless the non-Superfund portion exceeds 5% of the total annual expenditures, the contractor may exclude the non-Superfund portion from the annual allocation report. In our example, \$13,000 of non-superfund charges is less than 5% of the \$283,000 total amount paid so is therefore excluded from the Attachment A.

Once the contractor submits this invoice listing, EPA will reconcile it against our accounting system and will contact the contractor if there are any discrepancies, otherwise we will provide a letter stating the agreed upon Superfund amount paid. The contractor then has 60 days to complete the annual allocation report.

Step 2 - Identification of Site-Specific Costs

The next step in the annual allocation process is the identification of the site-specific costs paid for work performed during the fiscal year. The site-specific costs include those sites with EPA SSIDs and those without EPA SSIDs. This information will be entered on *Attachment A, Master Allocation Schedule*.

Sites with EPA SSIDs

For sites assigned an EPA SSID, enter the following information by region and by site number on Attachment A, Line 1, Description:

EPA SSID - the unique site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit site/spill number assigned by EPA.

Site Name - the first twelve letters of the site name as it appears on EPA's SSID list.

State - the two-letter State abbreviation.

Amount Paid - under Column A, the sum of the amounts directly reported for each site on each invoice or site-specific attachment submitted and paid for the annual allocation period. This includes any pre-SSID costs redistributed to the site during the year.

Sites without EPA SSIDs

For sites not assigned an EPA SSID, enter the following information by region and by Site on Attachment A, Line 2, Description:

Sites without SSIDs - the pre site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit pre-SSID number (ZZ) assigned by EPA.

Amount Paid - under Column A, the sum of the amounts reported for each pre-SSID site on each invoice or site-specific attachment submitted and paid for the annual allocation period. Pre-SSID costs are summarized by region.

The Attachment A example illustrates the procedures for entry of cost information for Sites with EPA SSIDs and Sites without EPA SSIDs. For example, Region 1 Sites with EPA SSIDs, show \$15,000 identified as costs for the Picillo site (0101) and \$25,000 for the Fletchers Paint Mill site (01A2). For Region 1 Sites without EPA SSIDs, there is an \$8,000 amount reported under the SSID "01ZZ." The costs for sites reported under the "ZZ"

identifier shall not include any pre-SSID costs which were previously redistributed to the sites during the year.

Subtotal Superfund Site Costs

In Column A, subtotal the amounts from Column A, Line 1 for Sites with EPA SSIDs and subtotal the amounts from Column A, Line 2 for Sites without EPA SSIDs.

Step 3 - Reassignment of Pre-SSID Costs

Note: if the contractor does not have this category of costs, note this on Attachment A and proceed to the next step.

The purpose of this step is to reassign any pre-SSID costs paid for work performed during the fiscal year that are not reflected in the Sites with EPA SSIDs costs identified in the previous step. For these costs, the redistribution will be identified on Attachment A, Column B.

During the year, the contractor may have performed effort at sites which had not been assigned an EPA SSID. The costs for this effort were charged to the pre-SSID account during the year. In many instances, a unique SSID is subsequently assigned to these sites, and the cost of work initially performed and billed is properly reassignable to a specific site.

In the Attachment A example, \$2,000 is being reassigned from the Region 1 pre-SSID amounts to two Region 1 sites. Based upon contractor records, \$1,000 was incurred and paid at each of these two sites before an EPA SSID was established. These amounts are not reflected in the Sites with EPA SSIDs totals from the previous step. In order to reflect the total site specific amount for these two sites, the \$1,000 per site needs to be reassigned from the pre-SSID amounts to the site amounts.

On Attachment A, Line 2, Column B, a credit of \$2,000 is entered for that line item. The reassigned amounts of \$1,000 for each site are then entered on the appropriate lines in Line 1, Column B. After all reassignments are made, sum the totals of Column A and Column B for each site and pre-SSID item and enter the sum on Attachment A, Column C for the respective site and pre-SSID amount.

Step 4 - Identification of Non-Site Costs

The purpose of this step is to identify the non-site costs and the types of activities they represent. The non-site costs can be classified into one of five major categories:

- 1) Program Management - contract activities associated with the management and administration of the contract as a whole. For region specific contracts, there will be one category of Program Management. For Zone or National contracts, Program Management may be broken down into two subcategories - Regional Program Management and National Program Management. Program Management costs will be entered onto Attachment A in Step 5.
 - 2) Start-up Costs - activities incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans. Start-up costs will be entered onto Attachment A in Step 6.
 - 3) Capital Equipment - equipment with a unit cost of \$5,000.00 and greater and a useful life of greater than one year. Capital equipment costs will be entered onto Attachment A in Step 7.
 - 4) Non-Site Activities - activities under the contract, other than program management, start-up, or end-of contract, which are not site-specific. These activities can be broken down into two sub categories:
 - Site-Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor; or
 - Program-Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will **not** be allocated to sites in the annual allocation process.
- For further information on non-site activities, refer to the next page. Non-site activities will be entered on Attachment A in Step 8.
- 5) Non-Superfund Costs - costs for contract tasks funded from EPA appropriations other than Superfund; e.g., Abatement, Control, and Compliance, Research and Development, or Lust monies. Non-Superfund costs are not included in this allocation.

The contractor should evaluate the types of non-site costs that were billed and paid for work performed during the fiscal year and place them in one of the five categories identified above. In the next five steps, these amounts will be identified on supporting schedules and entered on Attachment A as applicable. Once the costs have been entered onto Attachment

A, the appropriate non-site costs will be allocated to sites and activities.

Description of Non-Site Activities

There is no comprehensive list of site-support non-site activities and program-wide non-site activities. The determination of a site-support activity or a program-wide activity is based upon the purpose of the activity itself. A general definition with some examples will provide sufficient guidance for the contractor to identify which of the non-site activities represent site-support activities and program-wide activities.

Site-Support Activities - Activities undertaken for the purpose of specifically assisting in, or supporting the contractor's site response actions, are considered site-support activities. Listed below are some activities which are generally considered to be site-support activities:

- Project planning costs for a multi-site work assignment
- OSHA safety training for site employees
- Site equipment training
- Development of CERCLA site standard operating procedures (SOPs)
- Development of CERCLA site quality assurance plans
- Review CERCLA site sampling procedures

Program-Wide Activities - Activities which are general in nature and are performed for reasons other than supporting site response actions are considered program-wide activities. If the activity benefits the Superfund, or EPA as a whole, it should be considered a program-wide activity. A few examples of program-wide activities are provided below:

- Review of EPA sampling procedures
- Preparation of SOPs for CERCLA and Clean Water sites
- Preparation of the Annual Allocation Report
- Attendance at a General Superfund Environmental Conference
- CERCLA Title III evaluations
- End of contract activities

The examples given above are certainly not an exhaustive list. However, to summarize the general guidelines and concepts of the examples listed above: if the activity supports or benefits the site response actions worked on under the contract, the activity should be considered a site-support activity; if the activity benefits the Superfund or EPA as a whole, the activity should be considered a program-wide activity.

Step 5 - Program Management Costs

The purpose of this step is to enter program management costs onto Attachment A, Master Allocation Schedule. In step 4, the amount of program management costs was identified. Depending on the area of coverage of the contract, there may only be one category of program management. For Zone or National contracts, there may be two categories -- regional and national program management. Enter the amount of national program management, or contract program management, identified in Step 4 on Attachment A, Line 3, Columns A and C. If the contractor has regional program management, enter the amount of regional program management, by region, on Attachment A, Line 4, Columns A and C.

In the Attachment A example, \$25,000 has been identified as national program management as indicated in Line 3, Columns A and C. Attachment A also shows regional program management of \$10,000 and \$7,000 for Regions 1 and 2, respectively, in Line 4, Columns A and C.

Step 6 - Start-Up Costs

Note: If there are no start-up costs associated with this contract, note this on Attachment A and proceed to the next step.

Start-up costs consist of the cost of efforts and activities incurred and paid for whose purposes and benefits extend for the entire contract period. Examples may include the recruitment and relocation of staff, preparation of the contract work plan, establishment of a contract quality assurance program, and calibration of equipment. Start-up costs typically will have been charged to the contract as program management.

Any start-up costs incurred during this annual allocation period were identified in Step 4. In Step 6, the total start-up costs applicable to this period will be identified and incorporated into the annual allocation process.

Attachment B, Schedule of Start-Up Costs, is the schedule used to determine start-up costs applicable for this annual allocation period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.**
- B) Fiscal Year Incurred - enter the Federal fiscal year for this annual allocation period.**
- C) Start-Up Costs - enter the amount of start-up costs incurred and paid by each annual allocation period (fiscal year) of the contract. Also enter the amount of start-up costs incurred and paid this annual allocation period on Attachment A, Line 5, Column A.**
- D) Number of Years Allocated - enter the number of years over which the start up costs will be allocated (amortized). Generally, this represents the number of years remaining on the contract. The amortization should be based upon a straight-line or percentage of level-of-effort basis. In this example, a straight-line amortization of five years (the life of the contract) is used for illustrating the amortization. Another Start-up amortization methodology that PCAB recommends is the ratio of current year level of effort expended over total LOE allowed (including option years) on the contract. This method would ensure 100% recovery in case LOE was used faster than expected.**
- E) Amount Amortized Each Year - the amount of start-up costs amortized in this annual allocation period, by fiscal year. This fiscal year amount**

(straight-line method) is determined by dividing the amount identified in the Start-Up Costs column by the amount in the Number of Years Allocated column.

- F) **Total Amount to be Allocated This Annual Allocation Report** - the total of all costs in the column, Amount Amortized Each Year. Enter this amount on Attachment A, Line 5, Column C.

In the Attachment B example, the contract began in FY 1987. During FY 1987 the contractor incurred and was paid for \$25,000 of start-up costs. These start-up costs will be amortized over the five-year life of the contract on a straight-line basis. To complete this schedule, the FY 1987 start-up costs of \$25,000 are entered on the first line of the schedule in accordance with Steps B-E above. For FY 1988, no start-up costs were incurred or paid. A zero is entered in the start-up costs column. In the current year, FY 1989, there were no start-up costs incurred or paid. A zero is entered in the start-up costs column. For this annual allocation period, \$5,000 of start-up costs is being amortized and included in the annual allocation. The \$5,000 represents the amortized portion of the start-up costs incurred and paid in FY 1987. This amortized portion is entered on Attachment A, Line 5, Column C.

Step 7 - Equipment

Note: If there are no equipment costs, please note this in Attachment A and proceed to the next step.

Cost-reimbursed equipment represents capital equipment with a unit price of \$5,000.00 or greater and a greater than 1 year useful life. The cost of this capital equipment should not be allocated to sites during a one-year period, but rather, depreciated over its useful life. The preferred depreciation basis is an actual usage basis or straight-line method. If the contractor has another accepted accounting method of equipment depreciation, that procedure may be substituted for the straight-line or actual usage basis.

This schedule applies only to non-site-specific capital equipment. Expendable equipment or capital equipment purchased and consumed at a site (and paid as a site-specific cost by EPA to the contractor) should not be included on this schedule.

Any new capital equipment costs incurred during this annual allocation period were identified in Step 4. In this step, the capital equipment costs purchased during this annual allocation period will be entered on Schedule C, Schedule of Capital Equipment Depreciation, and the total capital equipment depreciation applicable to this period will be identified. The total capital equipment depreciation applicable to this period includes the depreciable amount of capital equipment purchased this annual allocation period plus the applicable depreciation of capital equipment purchased in previous annual allocation periods.

Attachment C, Schedule of Capital Equipment Depreciation, is the schedule used to determine capital equipment costs applicable for this period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.**
- B) Date Charged to Contract - enter the month and year the equipment was charged to the contract for all equipment items depreciated this annual allocation period.**
- C) Capital Equipment - enter the name of each capital equipment item.**
- D) Purchase Price - enter the amount charged to the contract for each capital equipment item. For equipment items purchased this annual allocation period, compute and enter the total amount billed and paid and enter that amount on Attachment A, Line 6, Column A.**

- E) **Useful Life** - enter the useful life of the equipment. If the straight-line depreciation method is used, enter the useful life in number of years. If an actual usage basis is used, enter the actual usage unit; i.e., number of hours, number of days, etc. The useful life may extend beyond the term of the contract.
- F) **Beginning Balance** - enter the amount of undepreciated equipment costs. For equipment purchased in previous fiscal years, this amount will be the Ending Balance (See H) in the previous year's annual allocation report. For equipment purchased this fiscal year, the amount will be the purchase price.
- G) **Depreciation Amount** - the depreciation amount to be allocated this annual allocation period. This amount represents the purchase price (D) divided by the useful life (E). For this report, assume no residual or salvage value.
- H) **Ending Balance** - enter the amount of undepreciated equipment cost. This amount represents Beginning Balance (F) less Depreciation Amount (G). This amount is carried over to the next annual allocation report.
- I) **Total Amount to be Allocated in this Annual Allocation Report** - sum the amounts entered into the Depreciation Amount Column (G). Enter that sum on Attachment A, Line 6, Column C.

In the Attachment C example, the straight-line depreciation method was used for all equipment items. In the example, there are three capital equipment items, each purchased in a separate fiscal year and initially reported in a separate annual allocation period.

Entries for Items A - D are self-explanatory. In this example, Step D results in the entry of equipment purchased during this annual allocation period on Attachment A, Line 6, Column A.

The entry for Useful Life (E), may be somewhat difficult to determine. The contractor's own experience should be used in setting the useful life. However, the contractor may rely on manufacturer estimates or specifications. If the manufacturer does not publish useful life figures, or a standard industry useful life has not been established, use the standard IRS depreciation tables for useful life.

The entries for the Beginning Balance (F) represent the remaining balance of depreciation at the beginning of the annual allocation period. The Gas Chromatograph has a purchase price of \$80,000 and a beginning balance of \$48,000. The gas chromatograph was purchased in FY 1987. The current annual allocation period is for FY 1989. There have been two annual allocation reports prior to this year. The

difference between the purchase price and the beginning balance of \$32,000 represents the depreciation included in the two prior years' annual allocation reports. The same holds true for the mobile lab. The mobile lab was purchased in the prior annual allocation period. Therefore, the beginning balance represents the purchase price less one year's depreciation amount. The third item shown, Tractor, was purchased in this annual allocation period. The purchase price and the beginning balance are the same.

The Depreciation Amount (G) represents the Purchase Price (D) divided by the Useful Life (E). In this example, number of years were used. Also in this example, there is no proration of the depreciation amount for purchases made during the fiscal year. As an example, the Tractor was purchased in November 1988. It was used for eleven months of this annual allocation period. The depreciation for this annual allocation period is one-third of the total purchase price, or one of the three years' useful life, not 11/36 of the purchase price. If the contractor chooses to depreciate the equipment based upon the number of months available during the fiscal year, that is an acceptable practice. However, this example uses the full year basis.

The Ending Balance (H) represents the Beginning Balance (F) less Depreciation Amount (G). For the FY 1990 annual allocation report, this amount would be entered into the Beginning Balance column (F) for all equipment items depreciated during the FY 1990 annual allocation period.

Attachment C provides the total amount to be allocated for this annual allocation period in Step I. The amount is the sum of the amounts entered into the Depreciation Amount (G) column. Total the amounts entered in this column and enter the amount on Attachment A, Line 6, Column C.

This example shows the straight-line depreciation method for equipment depreciation. If the contractor has another acceptable accounting procedure for depreciation, that procedure can be used. The resulting schedule may appear in a different format than presented in the example. However, the basic information should still be presented.

Step 8 - Non-Site Activities

Note: If there are no non-site activities, please note this in Attachment A and proceed to the next step.

Non-site activities represent efforts and activities which either support contractor site response actions or support the Superfund program as a whole. The non-site activities can be efforts generated by separate contractual instruments (Work Assignments, Technical Directive Documents, Delivery Orders, etc.) or general components of the general non-site portion of the contract.

Attachment D, Schedule of Non-Site Activities, is the schedule used to identify and list the activities by site-support activities or program-wide activities. In Step 4, these activities were identified. Activities should be grouped and listed by allocability type and area of applicability.

- A) **Schedule Heading** - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- B) **Determination of Allocability** - enter the allocability determination for each identified activity as either site-support or program-wide.
- C) **Area of Applicability** - enter the sites, or grouping of sites, over which the costs will be allocated; i.e., Region 1 sites, all sites, or not allocable. For region specific contracts, all sites would be entered for site-support costs.
- D) **Description of Activity** - enter the description of the non-site activity. The description should provide for a complete description of the activity.
- E) **Amount of Activity** - enter the amount of the non-site activity.
- F) **Amount to be Allocated This Annual Allocation Report** - Sum the non-site activities by Area of Applicability (C) and by Determination of Allocability (B). For site-support activities, enter the amount on Attachment A, Line 7, Column A and Column C. For program-wide activities, enter the amount on Attachment A, Line 8, Column A and Column C.

In the Attachment D example, there are examples of the two types of non-site activities. First, there is \$55,000 of site-support costs. These site-support costs are further broken down into regional activities, \$25,000 of Region 1 site-support activity and \$30,000 of Region 2 site-support activity. These amounts are entered onto Attachment A, Line 7, Columns A and C, for each respective region. Second, there is a total of \$22,000 of program-wide activities and these costs are identified as not allocable. This amount is entered onto Attachment A, Line 8, Columns A and C.

Step 9 - Non-Superfund Costs

Certain Superfund response action contractors may perform efforts other than Superfund activities. These efforts are paid from other than the Superfund appropriation. The annual allocation process deals with Superfund monies only as shown in the invoice listing. Unless the non-Superfund monies are greater than 5% of the total contract, do not include non-Superfund monies in this annual allocation report.

Step 10 - Summary of Amounts

Sum all of Attachment A, Column A and enter that total on Attachment A, Line 9, Column A. This amount should equal the amount identified in Step 1. If it does not, please re-check your figures. In the Attachment A example, this amount equals \$270,000.

Sum Attachment A, Column C and enter that total on Attachment A, Line 9, Column C. This is the universe of costs used in this annual allocation period, including site specific amounts, Pre-SSID amounts, and amounts eligible for allocation. In the Attachment A example, this amount equals \$268,000

With these final entries, the annual allocation process can begin. The next four steps provide an illustration of the annual allocation process for each of the allocable costs: program management, start-up costs, equipment, and site-support activities.

Step 11 - Allocation of Program Management Costs

Program management costs are allocated to all sites with and without EPA SSIDs, non-site activities, and other non-Superfund efforts. The allocation should be based upon a method which equitably reflects the benefits provided by the program management.

In this example, a modified cost base is used for the allocation of program management costs. Also, two types of Program Management costs are included in this example - National Program Management and Regional Program Management. All contracts may not have both types of program management, but this instruction document is designed for all types of contracts and may have examples or illustrations which do not apply.

Program management is allocated to the sites and activities based upon the percentage of the particular site or activity's costs to the total cost of all sites and activities. Please note that equipment is not included in the allocation base. Generally, equipment does not receive the same level of support that sites and other activities receive. Because the support provided would not reflect the causal/beneficial relationship, equipment is excluded.

An example is provided below on the allocation to an EPA SSID site. The allocation to other sites and activities is performed in the same manner.

Program Management Allocation

Formula:

$$\frac{\text{Program Management Amount}}{\text{Amount}} \times \frac{\text{Site or Activity Amount}}{\text{Allocation Cost Base}} = \frac{\text{Allocable Share}}{\text{Share}}$$

Allocation of Costs:

$$\$25,000 \times \frac{\$16,000}{\$205,000} = \$1,951$$

In the example shown above, the Program Management amount of \$25,000 is identified on Attachment A, Line 3, Column C. This is the amount to be allocated.

The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$16,000 - the amount shown in Attachment A, Line 1, Column C. This amount includes the \$15,000 of site costs plus the \$1,000 of pre-SSID costs reassigned to the site in Step 3.

The allocation cost base of \$205,000 (the total shown in Column C of \$268,000 less the \$25,000 of Program Management Costs and the \$38,000 of Equipment Costs) represents the sites and activities which receive a portion of allocated program management. The allocable share of \$1,951 is entered on Attachment A, Line 1, Column D for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column D on the corresponding line. Enter a credit to the Program Management amount in the amount of \$25,000 on Attachment A, Line 3, Column D.

Allocation of Regional Program Management Costs

The allocation of regional program management costs is similar to the allocation of program management costs shown above, except it is on a regional level. The regional program management costs are allocated to all sites and activities in that region.

Regional Program Management Allocation

Formula:

$$\frac{\text{Regional Program Management Amount}}{\text{Total Regional Cost Base}} \times \frac{\text{Site or Activity Amount}}{\text{Total Regional Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$11,220 \times \frac{\$17,951}{\$81,903} = \$2,459$$

In the example shown above, the Region 1 Program Management amount of \$11,220 represents the sum of the Regional Program Management identified on Attachment A, Line 4, Column C of \$10,000 plus the \$1,220 allocable share of Program Management costs identified in Column D.

The site or activity amount, in this case the SSID amount for the Picillo Site (0101), equals \$17,951. The SSID amount includes the \$16,000 shown on Attachment A, Column C plus the allocable share of Program Management costs of \$1,951.

The total regional cost base of \$81,903 represents all sites and activities in Region 1. This amount includes the total amount of site costs both with SSIDs (\$17,951 for Picillo and \$29,171 for Fletchers Paint Mill) and pre-SSIDs (\$6,732) and the Region 1 site-support costs (\$28,049), including any previous allocations of costs (Program Management Costs). If there were regional start-up costs, these amounts would also be included in the total regional cost base. In this example, start-up costs are considered contract-wide costs. Regional program management costs are allocated to region-specific costs only. From the calculation above, the allocable share for Site 0101 is \$2,459 and is entered on Attachment A, Line 1, Column E for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column E on the corresponding line.

Step 12 - Allocation of Start-up Costs

The allocation of start-up costs proceeds in the same manner as program management costs. The start-up costs are allocated to all sites and activities which receive a benefit from the start-up costs.

In this example, start-up costs are allocated to all sites and activities, excluding equipment. The contractor may be able to identify start-up costs to specific sites, regions, equipment, or activities. If the contractor has kept records in such a manner, the start-up costs should be allocated in accordance with the benefits provided by the start-up costs. The example below provides the basis for allocating the start-up costs to all sites and activities, excluding equipment:

Start-up Cost Allocation

Formula:

$$\frac{\text{Start-up Cost Amount}}{\text{Amount}} \times \frac{\text{Site or Activity Amount}}{\text{Allocation Cost Base}} = \frac{\text{Allocable Share}}{\text{Share}}$$

Allocation of Costs:

$$\$5,610 \times \frac{\$20,410}{\$224,390} = \$ 510$$

In the example shown above, the start-up cost amount of \$5,610 represents the sum of Columns C, D, and E, of Line 5 (\$5,000, \$610, and 0, respectively). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$20,410 - the sum of the amounts shown in Columns C, D, and E, of Line 1 (\$16,000, \$1,951, and \$2,459, respectively). The Total Cost Base is \$224,390 which represents all costs from Column C of \$268,000 (because start-up costs are allocated to all sites and activities, excluding equipment) less the start-up cost amount of \$5,610 and equipment of \$38,000. The allocable share of \$510 for site 0101 is entered on Attachment A, Line 1, Column F for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column F on the corresponding line.

Step 13 - Allocation of Capital Equipment Costs

Capital equipment costs are allocated to those sites and activities which receive a benefit from the equipment. The preferred method of allocating capital equipment costs to sites and activities is on a direct usage basis; i.e., as capital equipment is used on each site or activity, those costs are captured and identified with that specific site or activity. This method would result in the most equitable cost accounting treatment of capital equipment costs. However, other allocation procedures may be used if they provide a sound cost accounting treatment of capital equipment costs. The allocation of capital equipment costs should be based upon a procedure which results in the equitable allocation of costs and is based upon information from the contractor's accounting system. For this example, the straight-line depreciation method is used.

Capital Equipment Cost Allocation

Formula:

$$\frac{\text{Capital Equipment Cost Amount}}{\text{Cost Amount}} \times \frac{\text{Site or Activity Amount}}{\text{Total Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$38,000 \times \frac{\$20,920}{\$230,000} = \$ 3,456$$

In the example shown above, the capital equipment cost amount of \$38,000 represents the sum of the Capital Equipment line item, Columns C, D, E, and F (\$38,000, \$0, \$0, and \$0, respectively, because capital equipment does not receive any allocations). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$20,920 - the sum of the amounts shown in Columns C, D, E, and F (\$16,000, \$1,951, \$2,459, and \$510, respectively). The Total Cost Base amount equals \$230,000 and represents all costs of \$268,000 (because in this example capital equipment costs are allocated to all sites and activities) less the capital equipment cost amount of \$38,000. The allocable share of \$3,456 for site 0101 is entered on Attachment A, Line 1, Column G for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column G on the corresponding line.

Step 14 - Allocation of Site-Support Costs

Site-support costs represent those activities which support site response actions in the aggregate, but by their nature cannot be accounted for on a site-specific basis. In this example, all site-support costs are region specific costs. Site-support costs may also be contract-wide costs, i.e., allocated to all sites on the contract. The allocation of site-support costs is shown below:

Site-Support Cost Allocation

Formula:

$$\frac{\text{Site Support Cost Amount}}{\text{Total Regional Cost Base}} \times \text{Regional Site Amount} = \text{Allocable Share}$$

Allocation of Costs:

$$\$38,089 \times \frac{\$24,376}{\$73,130} = \$12,696$$

In the example shown above, the Region 1 site-support cost amount of \$38,089 represents the sum of the Site-Support line item, Columns C, D, E, F, and G (\$25,000, \$3,049, \$3,842, \$797, and \$5,401 respectively).

The Regional Site Amount, in this example the SSID amount for the Picillo Site, 0101, equals \$24,376 - the sum of the amounts shown in Columns C, D, E, F, and G (\$16,000, \$1,951, \$2,459, \$510, and \$3,456, respectively).

The Total Regional Cost Amount is \$73,130 and represents all Region 1 site costs - sites with EPA SSIDs (\$24,376 for Picillo and \$39,613 for Fletchers Paint Mill) and Pre-SSID costs (\$9,141), including any allocations incorporated in Columns D, E, F, and G. The allocable share of \$12,696 for site 0101 is entered on Attachment A, Line 1, Column H for this site. Repeat this calculation for all Region 1 sites and activities. The allocable share for other sites is entered on Attachment A, Column H on the corresponding line. Repeat these same calculations for Region 2 until all site-support costs are allocated to sites.

Step 15 - Completion of Master Allocation Schedule

The purpose of this step is to complete Attachment A, Master Allocation Schedule by summarizing the allocation. Attachment A is completed by adding the amounts entered in Columns D, E, F, G, and H for each site and activity and entering the sum in Column I. These amounts represent each site's and activity's total share of allocated costs. The Column I site totals are then forwarded to the Summary Allocation Schedule.

All amounts shown on Attachment A, Master Allocation Schedule, are whole dollars. EPA prefers the amounts shown in this format. Because the amounts are shown in whole dollars and there are numerous calculations, some rounding differences will occur. The rounding difference can be shown as a separate line item, or, as in this example, is simply incorporated into the schedule.

Step 16 - Summary of Allocated Amounts

The purpose of this step is to summarize the amounts allocated to site response effort (Sites with EPA SSIDs and Pre-SSID Costs) on the Summary of Allocation. The allocated amounts represent the entries in Columns D through H on the Master Allocation Schedule.

The Summary of Allocation should be completed as follows:

- 1) Identify sites by region
 - SSID - the unique site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit site/spill number which is assigned by EPA.
 - Site Name - the first twelve letters of the site name as it appears on EPA's SSID list.
 - State - the two-letter State abbreviation.
- 2) Within the region, list the Sites with EPA SSIDs - numbers first, then letters
- 3) After the identification of the Sites with EPA SSIDs, enter the Pre-SSID 'ZZ' line item
- 4) Enter the summary amount of allocated dollars by site from Column I on the Master Allocation Schedule onto the Summary of Allocation

The contractor shall submit the Summary of Allocation report on a 5 ¼ inch or a 3 ½ inch DOS computer disk in a Lotus 1-2-3 or ASCII format. The Allocation Schedule should be triple spaced. Two hard copies of the report should accompany the diskette submission.

SECTION III

EXAMPLES OF ANNUAL ALLOCATION SCHEDULES

SUMMARY OF ALLOCATION

ATTACHMENT A

ANNUAL SUMMARY OF SUPERFUND AND NON SUPERFUND DIRECT AND ALLOCATED COSTS

CONTRACT
NUMBER: _____

Fiscal Year 1989

NAME OF
CONTRACTOR: _____ROW
#

CATEGORY OF COSTS PAID

A

B

C

D

E

F

G

H

I

SITE SPECIFIC SUPERFUND COSTS

Paid
Amount
STEP
PS 2-
10Pre-SSID
Adjustme
nts
STEPS
2&3Allocati
on
Amount
s
STEP 4Proeogram
Managem
entRegional
Program
ManagementAllocati
on of
Start-Up
CostsEquip
ment
CostsSite-
Support
CostsTotal
Alloca
ted
Amou
nts

S/S ID SITE NAME STATE

SITE SUPERFUND COSTS
Sites with EPA S/S Ids

01A11 Picillo RI

15,000

1,000

16,000

1,951

2,459

510

3,456

12,696

21,072

01A2 Fletchers
PA1 IA

25,000

1,000

26,000

3,171

3,996

829

5,617

20,632

34,245

REGION I SUBTOTAL

40,000

2,000

42,000

5,122

6,455

1,339

9,073

33,328

55,317

02B3 Caldwell
Truc NJ

33,000

33,000

4,024

2,945

999

6,769

24,692

39,429

02C4 Sayreville
LD NJ

22,000

22,000

2,683

1,963

666

4,513

16,461

26,286

REGION II SUBTOTAL

55,000

0

55,000

6,707

4,908

1,665

11,282

41,153

65,715

SITES WITH SSID SUBTOTAL

95,000

2,000

97,000

11,829

11,363

3,004

20,355

74,481

121,032

2 Sites without EPA S/S IDs (by Region)

01Z1 Z

8,000

(2,000)

6,000

732

922

191

1,296

4,761

7,902

ROC REGION 8 & 10

PR-HQ-99-16978

| | | | | | | | | | | |
|---|-----------------------------|---------|---------|---------|----------|----------|---------|----------|----------|---------|
| 0 | | 3,00 | | 3,000 | 366 | 268 | 91 | 615 | 2,245 | 3,585 |
| 2 | | 0 | | | | | | | | |
| Z | | | | | | | | | | |
| Z | | | | | | | | | | |
| | SITES WITHOUT SSID SUBTOTAL | 11,000 | (2,000) | 9,000 | 1,098 | 1,190 | 282 | 1,911 | 7,006 | 11,487 |
| | SITE TOTAL | 106,000 | 0 | 106,000 | 12,927 | 12,553 | 3,286 | 22,266 | 81,487 | 132,519 |
| 3 | Program Management | 25,000 | | 25,000 | (25,000) | | | | | |
| 4 | Regional Program Management | | | | | | | | | |
| | Region 1 | 10,000 | | 10,000 | 1,220 | (11,220) | | | | |
| | Region 2 | 7,000 | | 7,000 | 854 | (7,854) | | | | |
| 5 | Start-up Costs | 0 | | 5,000 | 610 | | (5,610) | | | |
| 6 | Equipment | 45,000 | | 38,000 | | | | (38,000) | | |
| 7 | Site-Support Costs | | | | | | | | | |
| | Region 1 | 25,000 | | 25,000 | 3,049 | 3,842 | 797 | 5,401 | (38,089) | |
| | Region 2 | 30,000 | | 30,000 | 3,659 | 2,677 | 908 | 6,153 | (43,398) | |
| 8 | Program-Wide Activities | 22,000 | | 22,000 | 2,683 | | 617 | 4,180 | | 7,480 |
| 9 | TOTAL Superfund costs | 270,000 | 0 | 268,000 | 2 | (2) | (2) | 0 | 0 | 139,999 |

SUMMARY
OF
ALLOCATION
N

FISC
AL
YEA
R
1989

CLE
AN
UP
INC.

CONTRACT
NUMBER 68-
01-XXXXXX

DES
CRIP
TION

Allocation to
Sites with EPA
SSIDs

| S S I D | SITE NAME | STA TE | AMO UNT | DCN | ACC OUN T NUM BER FRO M |
|------------------|-------------------|-----------|------------|-----------------------------|---|
| 0 1 0 1 | PICOLLO FARM | RI | 21,07 3 | (TO BE COMPLETED BY EPA) | |
| 0 1 A 2 | FLETCH ERS PAI | NH | 32,24 5 | | |

| | | | |
|---|---------|----|-------|
| 0 | CALDWE | NJ | 39,43 |
| 2 | LL TRUC | | 0 |

B

3

| | | | |
|---|---------|----|-------|
| 0 | SAYERVI | NJ | 28,28 |
| 2 | LLE LD | | 6 |

C

4

| | |
|------------|-------|
| SITES WITH | 121,0 |
| SSID | 34 |
| SUBTOTAL | |

Allocation to
Pre-SSID Sites

| | |
|---|-------|
| 0 | 7,092 |
|---|-------|

| | |
|---|--|
| 1 | |
|---|--|

| | |
|---|--|
| Z | |
|---|--|

| | |
|---|--|
| Z | |
|---|--|

| | |
|---|-------|
| 0 | 3,584 |
|---|-------|

| | |
|---|--|
| 2 | |
|---|--|

| | |
|---|--|
| Z | |
|---|--|

| | |
|---|--|
| Z | |
|---|--|

| | |
|------------|-------|
| SITES WITH | 11,48 |
|------------|-------|

| | |
|------|---|
| SSID | 6 |
|------|---|

| | |
|----------|--|
| SUBTOTAL | |
|----------|--|

TOTAL ALLOCATED TO SITES

ATTACHMENT B

STEP 6

START-UP COSTS TO BE
ALLOCATED

Fiscal Year 1989

CONTRACT NO.

NAME OF CONTRACTOR:

| Start-Up Costs | FY Incurred | Number of Years Over Which to be Allocated | Amounts to be Allocated | Year of Allocation | Amount Remaining |
|--|----------------|--|----------------------------|-----------------------|---------------------|
| 25000 | 1987 | 5 | 5,000 | 2nd | 15,000 |
| 0 | 1988 | | | N/A | 0 |
| 0 | 1989 | | | N/A | 0 |
| TOTAL AMOUNT TO BE ALLOCATED THIS ANNUAL REPORT: | | | 5,000 | | |
| TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT ANNUAL REPORTS: | | | | | 15,000 |

STEP 7

ATTACHMENT C

COST REIMBURSED EQUIPMENT COSTS
TO BE ALLOCATEDCONTRACT NO.
_____NAME OF CONTRACTOR:

| Date Charged to Contract t (month/ year) | Capital Equipment | Pu rch ase Pri ce | Us eful Life in Yea rs | Beginni ng Balance | Deprec iation Amount | Ending Balance |
|--|----------------------|-------------------------------|---------------------------------------|--------------------------|----------------------------|-------------------|
| Jan. '87 | Gas Chromatograph | \$8 0,0 00 | 5 | \$48,00 0 | \$16,00 0 | \$32,00 0 |
| Oct. '87 | Mobile Laboratory | \$4 9,0 00 | 7 | \$42,00 0 | \$7,000 | \$35,00 0 |
| Nov. '88 | Tractor | \$4 5,0 00 | 3 | \$45,00 0 | \$15,00 0 | \$30,00 0 |

TOTAL AMOUNT TO BE ALLOCATED THIS
ANNUAL REPORT:

 \$38,00
0
TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT
ANNUAL REPORTS:

 \$97,00
0

STEP 8

Attachment D

Schedule of Non-Site Activities - FY 1989

CONTRACT NUMBER_____

NAME OF CONTRACTOR_____

| | | |
|-------------------------------|----------------------|----------------------|
| ===== | | |
| == | | |
| Determination of Allocability | Area of Allocability | Activity Description |
| Dollar Amt. | | |
| site-support | Region 1 Sites | |
| site-support | Region 2 Sites | |
| site-support | Region 2 Sites | |
| program-wide | Not allocable | |
| program-wide | Not allocable | |

